

~~(d) Purchaser shall have converted to a Delaware corporation and shall have filed an amended and restated certificate of incorporation and shall have adopted amended and restated bylaws.~~ [Reserved]

(e) Purchaser shall have filed a certificate of designation for the Preferred Stock, substantially in the form attached hereto as **Exhibit XY**, with the Secretary of State of the State of Delaware.

(f) Purchaser shall have offset the UST Credit Bid Amount against the amount of Indebtedness of Parent and its Subsidiaries owed to Purchaser as of the Closing under the UST Credit Facilities pursuant to a Bankruptcy Code Section 363(k) credit bid and delivered releases and waivers and related Encumbrance-release documentation (including, if applicable, UCC-3 termination statements) with respect to the UST Credit Bid Amount, in a form reasonably satisfactory to the Parties and duly executed by Purchaser in accordance with the applicable requirements in effect on the date hereof, (iii) transferred to Sellers the UST Warrant and (iv) issued to Parent, in accordance with instructions provided by Parent, the Purchaser Shares and the Parent Warrants (duly executed by Purchaser).

(g) Purchaser shall have delivered, or caused to be delivered, to Canada, Sponsor and/or the New VEBA, as applicable:

(i) certificates representing the Canada Shares, the Sponsor Shares and the VEBA Shares in accordance with the applicable equity subscription agreements in effect on the date hereof;

(ii) the Equity Registration Rights Agreement, duly executed by Purchaser;

(iii) the VEBA Warrant (including the related warrant agreement), duly executed by Purchaser; and

(iv) a note, in form and substance consistent with the terms set forth on **Exhibit YZ** attached hereto, to the New VEBA (the "**VEBA Note**").

(h) The UAW Collective Bargaining Agreement shall have been ratified by the membership, shall have been assumed by Purchaser, and shall be in full force and effect.

(i) The UAW Retiree Settlement Agreement shall have been executed and delivered, shall be in full force and effect, and shall have been approved by the Bankruptcy Court as part of the Sale Approval Order.

ARTICLE VIII TERMINATION

Section 8.1 Termination. This Agreement may be terminated, and the transactions contemplated hereby may be abandoned, at any time prior to the Closing Date as follows:

- (a) by the mutual written consent of Sellers and Purchaser;
- (b) by either Sellers or Purchaser, if (i) the Closing shall not have occurred on or before August 15, 2009, or such later date as the Parties may agree in writing, such date not to be later than September 15, 2009 (as extended, the "End Date"), and (ii) the Party seeking to terminate this Agreement pursuant to this **Section 8.1(b)** shall not have breached in any material respect its obligations under this Agreement in any manner that shall have proximately caused the failure of the transactions contemplated hereby to close on or before such date;
- (c) by either Sellers or Purchaser, if the Bankruptcy Court shall not have entered the Sale Approval Order by July 10, 2009;
- (d) by either Sellers or Purchaser, if any court of competent jurisdiction in the United States or other United States Governmental Authority shall have issued a Final Order permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement or the sale of a material portion of the Purchased Assets;
- (e) by Sellers, if Purchaser shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, and such breach or failure to perform has not been cured by the End Date, provided that (i) Sellers shall have given Purchaser written notice, delivered at least thirty (30) days prior to such termination, stating Sellers' intention to terminate this Agreement pursuant to this **Section 8.1(e)** and the basis for such termination and (ii) Sellers shall not have the right to terminate this Agreement pursuant to this **Section 8.1(e)** if Sellers are then in material breach of any its representations, warranties, covenants or other agreements set forth herein;
- (f) by Purchaser, if Sellers shall have breached or failed to perform in any material respect any of its representations, warranties, covenants or other agreements contained in this Agreement, which breach or failure to perform (i) would (if it occurred or was continuing as of the Closing Date) give rise to the failure of a condition set forth in **Section 7.2(a)** or **Section 7.2(b)** to be fulfilled, (ii) cannot be cured by the End Date, provided that (i) Purchaser shall have given Sellers written notice, delivered at least thirty (30) days prior to such termination, stating Purchaser's intention to terminate this Agreement pursuant to this **Section 8.1(f)** and the basis for such termination and (iii) Purchaser shall not have the right to terminate this Agreement pursuant to this **Section 8.1(f)** if Purchaser is then in material breach of any its representations, warranties, covenants or other agreements set forth herein; or

(g) by either Sellers or Purchaser, if the Bankruptcy Court shall have entered an Order approving an Alternative Transaction; ~~or,~~

~~(h) by Purchaser, if Sellers do not file the Bankruptcy Cases and the Sale Procedures and Sale Motion on or before June 3, 2009.~~

Section 8.2 Procedure and Effect of Termination.

(a) If this Agreement is terminated pursuant to **Section 8.1**, this Agreement shall become null and void and have no effect, and all obligations of the Parties hereunder shall terminate, except for those obligations of the Parties set forth this **Section 8.2** and **ARTICLE IX**, which shall remain in full force and effect; provided that nothing herein shall relieve any Party from Liability for any material breach of any of its representations, warranties, covenants or other agreements set forth herein. If this Agreement is terminated as provided herein, all filings, applications and other submissions made pursuant to this Agreement shall, to the extent practicable, be withdrawn from the agency or other Person to which they were made.

(b) If this Agreement is terminated by Sellers or Purchaser pursuant to **Section 8.1(a)** through **Section 8.1(d)** or **Section 8.1(g)** or by Purchaser pursuant to **Section 8.1(f)**, Sellers, severally and not jointly, shall reimburse Purchaser for its reasonable, out-of-pocket costs and expenses (including reasonable attorneys' fees) incurred by Purchaser in connection with this Agreement and the transactions contemplated hereby (the "Purchaser Expense Reimbursement"). The Purchaser Expense Reimbursement shall be paid as an administrative expense Claim of Sellers pursuant to Section 503(b)(1) of the Bankruptcy Code.

(c) Except as expressly provided for in this **Section 8.2**, any termination of this Agreement pursuant to **Section 8.1** shall be without Liability to Purchaser or Sellers, including any Liability by Sellers to Purchaser for any break-up fee, termination fee, expense reimbursement or other compensation as a result of a termination of this Agreement.

(d) If this Agreement is terminated for any reason, Purchaser shall, and shall cause each of its Affiliates and Representatives to, treat and hold as confidential all Confidential Information, whether documentary, electronic or oral, labeled or otherwise identified as confidential, and regardless of the form of communication or the manner in which it was furnished. For purposes of this **Section 8.2(d)**, Confidential Information shall be deemed not to include any information that (i) is now available to or is hereafter disclosed in a manner making it available to the general public, in each case, through no act or omission of Purchaser, any of its Affiliates or any of their Representatives, or (ii) is required by Law to be disclosed.

**ARTICLE IX
MISCELLANEOUS**

Section 9.1 Survival of Representations, Warranties, Covenants and Agreements and Consequences of Certain Breaches. (a) ~~Except as set forth in Section 9.1(b), the~~ The representations and warranties of the Parties contained in this Agreement shall be extinguished by and shall not survive the Closing, and no Claims may be asserted in respect of, and no Party shall have any Liability for any breach of, the representations and warranties. All covenants and agreements contained in this Agreement, including those covenants and agreements set forth in **ARTICLE II** and **ARTICLE VI**, shall survive the Closing indefinitely.

~~(b) The representations and warranties contained in Section 4.1, Section 4.2, Section 4.4, Section 4.7(a), Section 4.22, Section 5.1, Section 5.2, Section 5.4, Section 5.5 and Section 5.9 (the "Surviving Representations and Warranties") shall survive until the third anniversary of the Closing and Purchaser, on the one hand, and any Seller, on the other hand, shall be entitled to make a Claim for Damages against the other Party with respect to the Surviving Representations and Warranties, subject to such survival period.~~

Section 9.2 Notices. Any notice, request, instruction, consent, document or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes (a) upon delivery when personally delivered; (b) on the delivery date after having been sent by a nationally or internationally recognized overnight courier service (charges prepaid); (c) at the time received when sent by registered or certified mail, return receipt requested, postage prepaid; or (d) at the time when confirmation of successful transmission is received (or the first Business Day following such receipt if the date of such receipt is not a Business Day) if sent by facsimile, in each case, to the recipient at the address or facsimile number, as applicable, indicated below:

If to any Seller: General Motors Corporation
 300 Renaissance Center
 Tower 300, 25th Floor, Room D55
 M/C 482-C25-D81
 Detroit, Michigan 48265-3000
 Attn: General Counsel
 Tel.: 313-667-3450
 Facsimile: 248-267-4584

With copies to: Jenner & Block LLP
 330 North Wabash Avenue
 Chicago, Illinois 60611-7603
 Attn: Joseph P. Gromacki
 Michael T. Wolf
 Tel.: 312-222-9350
 Facsimile: 312-527-0484

and

Weil Gotshal & Manges LLP

767 Fifth Avenue
New York, New York 10153
Attn: Harvey R. Miller
Stephen Karotkin
Raymond Gietz
Tel.: 212-310-8000
Facsimile: 212-310-8007

If to Purchaser: ~~Vehicle Acquisition Holdings LLC~~ NGMCO, Inc.
c/o The United States Department of the Treasury
1500 Pennsylvania Avenue, NW
Washington D.C. 20220
Attn: Chief Counsel Office of Financial Stability
Facsimile: 202-927-9225

With a copy to: Cadwalader, Wickersham & Taft LLP
One World Financial Center
New York, New York 10281
Attn: John J. Rapisardi
R. Ronald Hopkinson
Tel.: 212-504-6000
Facsimile: 212-504-6666

provided, however, if any Party shall have designated a different addressee and/or contact information by notice in accordance with this **Section 9.2**, then to the last addressee as so designated.

Section 9.3 Fees and Expenses; No Right of Setoff. Except as otherwise provided in this Agreement, including **Section 8.2(b)**, Purchaser, on the one hand, and each Seller, on the other hand, shall bear its own fees, costs and expenses, including fees and disbursements of counsel, financial advisors, investment bankers, accountants and other agents and representatives, incurred in connection with the negotiation and execution of this Agreement and each Ancillary Agreement and the consummation of the transactions contemplated hereby and thereby. In furtherance of the foregoing, Purchaser shall be solely responsible for (a) all expenses incurred by it in connection with its due diligence review of Sellers and their respective businesses, including surveys, title work, title inspections, title searches, environmental testing or inspections, building inspections, Uniform Commercial Code lien and other searches and (b) any cost (including any filing fees) incurred by it in connection with notarization, registration or recording of this Agreement or an Ancillary Agreement required by applicable Law. No Party nor any of its Affiliates shall have any right of holdback or setoff or assert any Claim or defense with respect to any amounts that may be owed by such Party or its Affiliates to any other Party (or Parties) hereto or its or their Affiliates as a result of and with respect to any amount that may be owing to such Party or its Affiliates under this Agreement, any Ancillary Agreement or any other commercial arrangement entered into in between or among such Parties and/or their respective Affiliates.

Section 9.4 Bulk Sales Laws. Each Party hereto waives compliance by the other Parties with any applicable bulk sales Law.

Section 9.5 Assignment. Neither this Agreement nor any of the rights, interests or obligations provided by this Agreement may be assigned or delegated by any Party (whether by operation of law or otherwise) without the prior written consent of the other Parties, and any such assignment or delegation without such prior written consent shall be null and void; provided, however, that, without the consent of Sellers, Purchaser may (i) assign or (ii) direct the transfer on its behalf on or prior to the Closing of all, or any portion, of its right to rights to purchase, accept and acquire the Purchased Assets; and its obligation obligations to assume and thereafter pay or perform as and when due, or otherwise discharge, the Assumed Liabilities, under this Agreement to Holding Company or one or more Affiliates of newly-formed, direct or indirect, wholly-owned Subsidiaries of Holding Company or Purchaser; provided, further, that no such assignment or delegation shall relieve Purchaser of any of its obligations under this Agreement. Subject to the preceding sentence and except as otherwise expressly provided herein, this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

Section 9.6 Amendment. This Agreement may not be amended, modified or supplemented except upon the execution and delivery of a written agreement executed by a duly authorized representative or officer of each of the Parties.

Section 9.7 Waiver. At any time prior to the Closing, each Party may (a) extend the time for the performance of any of the obligations or other acts of the other Parties; (b) waive any inaccuracies in the representations and warranties contained in this Agreement or in any document delivered pursuant hereto; or (c) waive compliance with any of the agreements or conditions contained herein (to the extent permitted by Law). Any such waiver or extension by a Party (i) shall be valid only if, and to the extent, set forth in a written instrument signed by a duly authorized representative or officer of the Party to be bound and (ii) shall not constitute, or be construed as, a continuing waiver of such provision, or a waiver of any other breach of, or failure to comply with, any other provision of this Agreement. The failure in any one or more instances of a Party to insist upon performance of any of the terms, covenants or conditions of this Agreement, to exercise any right or privilege in this Agreement conferred, or the waiver by said Party of any breach of any of the terms, covenants or conditions of this Agreement shall not be construed as a subsequent waiver of, or estoppel with respect to, any other terms, covenants, conditions, rights or privileges, but the same will continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 9.8 Severability. Whenever possible, each term and provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable Law. If any term or provision of this Agreement, or the application thereof to any Person or any circumstance, is held to be illegal, invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefore in order to carry out, so far as may be legal, valid and enforceable, the intent and purpose of such illegal, invalid or unenforceable provision and (b) the remainder of this Agreement or such term or provision and the application of such term or provision to other Persons or circumstances shall remain in full force and effect and shall not be affected by such illegality, invalidity or unenforceability, nor shall such invalidity or unenforceability affect

the legality, validity or enforceability of such term or provision, or the application thereof, in any jurisdiction.

Section 9.9 Counterparts; Facsimiles. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same agreement. All signatures of the Parties may be transmitted by facsimile or electronic delivery, and each such facsimile signature or electronic delivery signature (including a pdf signature) will, for all purposes, be deemed to be the original signature of the Party whose signature it reproduces and be binding upon such Party.

Section 9.10 Headings. The descriptive headings of the Articles, Sections and paragraphs of, and Schedules and Exhibits to, this Agreement, and the table of contents, table of Exhibits and table of Schedules contained in this Agreement, are included for convenience only, do not constitute a part of this Agreement and shall not be deemed to limit, modify or affect any of the provisions hereof.

Section 9.11 Parties in Interest. This Agreement shall be binding upon and inure solely to the benefit of each Party hereto and their respective permitted successors and assigns; provided, that (a) for all purposes each of Sponsor, the New VEBA, and Canada shall be express third-party beneficiaries of this Agreement and (b) for purposes of **Section 2.2(a)(x)** and **(xvi)**, **Section 2.2(b)(vii)**, **Section 2.3(a)(x)**, **(xii)**, **(xiii)** and ~~**(xiv)(v)**~~, **Section 2.3(b)(xv)**, **Section 4.6(b)**, **Section 4.10**, **Section 5.4(c)**, **Section 6.2(b)(x)**, **(xv)** and **(xvii)**, **Section 6.4(a)**, **Section 6.4(b)**, **Section 6.6(a)**, ~~**(ed)**~~, ~~**(ef)**~~ and ~~**(fg)**~~, **Section 6.11(c)(i)** and **(vi)**, **Section 6.17**, **Section 7.1(a)** and **(f)**, **Section 7.2(d)** and **(e)** and **Section 7.3(g)**, **(h)** and **(i)**, the UAW shall be an express third-party beneficiary of this Agreement. Subject to the preceding sentence, nothing express or implied in this Agreement is intended or shall be construed to confer upon or give to any Person, other than the Parties, their Affiliates and their respective permitted successors or assigns, any legal or equitable Claims, benefits, rights or remedies of any nature whatsoever under or by reason of this Agreement.

Section 9.12 Governing Law. The construction, interpretation and other matters arising out of or in connection with this Agreement (whether arising in contract, tort, equity or otherwise) shall in all respects be governed by and construed (a) to the extent applicable, in accordance with the Bankruptcy Code, and (b) to the extent the Bankruptcy Code is not applicable, in accordance with the Laws of the State of New York, without giving effect to rules governing the conflict of laws.

Section 9.13 Venue and Retention of Jurisdiction. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the Bankruptcy Court for any litigation arising out of or in connection with this Agreement and the transactions contemplated hereby (and agrees not to commence any litigation relating thereto except in the Bankruptcy Court, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court as described herein); provided, however, that this **Section 9.13** shall not be applicable in the event the Bankruptcy Cases have closed, in which case the Parties irrevocably and unconditionally submit to the exclusive jurisdiction of the federal courts in the Southern District of New York and state courts of the State of New York located in the Borough of Manhattan in the City of New York for any litigation arising out of or in connection with this

Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating thereto except in the federal courts in the Southern District of New York and state courts of the State of New York located in the Borough of Manhattan in the City of New York, other than actions in any court of competent jurisdiction to enforce any judgment, decree or award rendered by any such court as described herein).

Section 9.14 Waiver of Jury Trial. EACH PARTY WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY DISPUTE IN CONNECTION WITH OR RELATING TO THIS AGREEMENT OR ANY MATTERS DESCRIBED OR CONTEMPLATED HEREIN, AND AGREES TO TAKE ANY AND ALL ACTION NECESSARY OR APPROPRIATE TO EFFECT SUCH WAIVER.

Section 9.15 Risk of Loss. Prior to the Closing, all risk of loss, damage or destruction to all or any part of the Purchased Assets shall be borne exclusively by Sellers.

Section 9.16 Enforcement of Agreement. The Parties agree that irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached. It is accordingly agreed that the Parties shall, without the posting of a bond, be entitled, subject to a determination by a court of competent jurisdiction, to an injunction or injunctions to prevent any such failure of performance under, or breaches of, this Agreement, and to enforce specifically the terms and provisions hereof and thereof, this being in addition to all other remedies available at law or in equity, and each Party agrees that it will not oppose the granting of such relief on the basis that the requesting Party has an adequate remedy at law.

Section 9.17 Entire Agreement. This Agreement (together with the Ancillary Agreements, the Sellers' Disclosure Schedule and the Exhibits) contains the final, exclusive and entire agreement and understanding of the Parties with respect to the subject matter hereof and thereof and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, among the Parties with respect to the subject matter hereof and thereof. Neither this Agreement nor any Ancillary Agreement shall be deemed to contain or imply any restriction, covenant, representation, warranty, agreement or undertaking of any Party with respect to the transactions contemplated hereby or thereby other than those expressly set forth herein or therein, and none shall be deemed to exist or be inferred with respect to the subject matter hereof.

Section 9.18 Publicity. Prior to the first public announcement of this Agreement and the transactions contemplated hereby, Sellers, on the one hand, and Purchaser, on the other hand, shall consult with each other regarding, and share with each other copies of, their respective communications plans, including draft press releases and related materials, with regard to such announcement. Neither Sellers nor Purchaser shall issue any press release or public announcement concerning this Agreement or the transactions contemplated hereby without obtaining the prior written approval of the other Party or Parties, as applicable, which approval shall not be unreasonably withheld, conditioned or delayed, unless, in the sole judgment of the Party intending to make such release, disclosure is otherwise required by applicable Law, or by the Bankruptcy Court with respect to filings to be made with the Bankruptcy Court in connection with this Agreement or by the applicable rules of any stock exchange on which

Purchaser or Sellers list securities; provided, that the Party intending to make such release shall use reasonable best efforts consistent with such applicable Law or Bankruptcy Court requirement to consult with the other Party or Parties, as applicable, with respect to the text thereof; provided, further, that, notwithstanding anything to the contrary contained in this section, no Party shall be prohibited from publishing, disseminating or otherwise making public, without the prior written approval of the other Party or Parties, as applicable, any materials that are derived from or consistent with the materials included in the communications plan referred to above. In an effort to coordinate consistent communications, the Parties shall agree upon procedures relating to all press releases and public announcements concerning this Agreement and the transactions contemplated hereby.

Section 9.19 No Successor or Transferee Liability. Except where expressly prohibited under applicable Law or otherwise expressly ordered by the Bankruptcy Court, upon the Closing, neither Purchaser nor any of its Affiliates or stockholders shall be deemed to (a) be the successor of Sellers; (b) have, de facto, or otherwise, merged with or into Sellers; (c) be a mere continuation or substantial continuation of Sellers or the enterprise(s) of Sellers; or (d) other than as set forth in this Agreement, be liable for any acts or omissions of Sellers in the conduct of Sellers' business or arising under or related to the Purchased Assets. Without limiting the generality of the foregoing, and except as otherwise provided in this Agreement, neither Purchaser nor any of its Affiliates or stockholders shall be liable for any Claims against Sellers or any of their predecessors or Affiliates, and neither Purchaser nor any of its Affiliates or stockholders shall have any successor, transferee or vicarious Liability of any kind or character whether known or unknown as of the Closing, whether now existing or hereafter arising, or whether fixed or contingent, with respect to Sellers' business or any obligations of Sellers arising prior to the Closing, except as provided in this Agreement, including Liabilities on account of any Taxes arising, accruing, or payable under, out of, in connection with, or in any way relating to the operation of Sellers' business prior to the Closing.

Section 9.20 Time Periods. Unless otherwise specified in this Agreement, an action required under this Agreement to be taken within a certain number of days or any other time period specified herein shall be taken within the applicable number of calendar days (and not Business Days); provided, however, that if the last day for taking such action falls on a day that is not a Business Day, the period during which such action may be taken shall be automatically extended to the next Business Day.

Section 9.21 Sellers' Disclosure Schedule. The representations and warranties of Sellers set forth in this Agreement are made and given subject to the disclosures contained in the Sellers' Disclosure Schedule. Inclusion of information in the Sellers' Disclosure Schedule shall not be construed as an admission that such information is material to the business, operations or condition of the business of Sellers, the Purchased Assets or the Assumed Liabilities, taken in part or as a whole, or as an admission of Liability of any Seller to any third party. The specific disclosures set forth in the Sellers' Disclosure Schedule have been organized to correspond to Section references in this Agreement to which the disclosure may be most likely to relate; provided, however, that any disclosure in the Sellers' Disclosure Schedule shall apply to, and shall be deemed to be disclosed for, any other Section of this Agreement to the extent the relevance of such disclosure to such other Section is reasonably apparent on its face.

Section 9.22 No Binding Effect. Notwithstanding anything in this Agreement to the contrary, no provision of this Agreement shall (i) be binding on or create any obligation on the part of Sponsor, the United States Government or any branch, agency or political subdivision thereof (a "Sponsor Affiliate") or the Government of Canada, or any crown corporation, agency or department thereof (a "Canada Affiliate") or (ii) require Purchaser to initiate any Claim or other action against Sponsor or any Sponsor Affiliate or otherwise attempt to cause Sponsor, any Sponsor Affiliate, Government of Canada or any Canada Affiliate to comply with or abide by the terms of this Agreement. No facts, materials or other information received or action taken by any Person who is an officer, director or agent of Purchaser by virtue of such Person's affiliation with or employment by Sponsor, any Sponsor Affiliate, Government of Canada or any Canada Affiliate shall be attributed to Purchaser for purposes of this Agreement or shall form the basis of any claim against such Person in their individual capacity.

[Remainder of the page left intentionally blank]

IN WITNESS WHEREOF, each of the Parties hereto has caused this Agreement to be executed by its duly authorized officer, in each case as of the date first written above.

GENERAL MOTORS CORPORATION

By: _____
Name: Frederick A. Henderson
Title: President and Chief Executive Officer

SATURN LLC

By: _____
Name: Jill Lajdziak
Title: President

SATURN DISTRIBUTION CORPORATION

By: _____
Name: Jill Lajdziak
Title: President

CHEVROLET-SATURN OF HARLEM, INC.

By: _____
Name: Michael Garrick
Title: President

~~VEHICLE ACQUISITION HOLDINGS LLC~~
~~BY: THE UNITED STATES DEPARTMENT OF~~
~~THE TREASURY, ITS SOLE MEMBER~~

NGMCO, INC.

By: By: _____

Name: ~~Duane Morse~~ Sadiq A. Malik

Title: ~~Chief Risk~~ Vice President and

~~Compliance Officer~~ Treasurer

Document comparison by Workshare Professional on Friday, June 26, 2009 11:40:04 PM

Input:	
Document 1 ID	PowerDocs://CHICAGO/1766936/1
Description	CHICAGO-#1766936-v1-Gum_- _Amended_and_Restated_Master_Sale_and_Purchase_Agreement
Document 2 ID	PowerDocs://CHICAGO/1766936/9
Description	CHICAGO-#1766936-v9-Gum_- _Amended_and_Restated_Master_Sale_and_Purchase_Agreement
Rendering set	standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	410
Deletions	323
Moved from	12
Moved to	12
Style change	0
Format changed	0
Total changes	757

Disclosure Schedule

First Update to Sellers' Disclosure Schedule

Pursuant to Section 6.5, Section 6.6 and Section 6.26 of that certain Amended and Restated Master Sale and Purchase Agreement, dated as of June 26, 2009 (the "Agreement"), made by and among General Motors Corporation, a Delaware corporation ("Parent"), Saturn LLC, a Delaware limited liability company ("S LLC"), Saturn Distribution Corporation, a Delaware corporation ("S Distribution"), Chevrolet-Saturn of Harlem, Inc., a Delaware corporation ("Harlem," and collectively with Parent, S LLC and S Distribution, "Sellers," and each a "Seller"), and NGMCO, Inc., a Delaware corporation and successor-in-interest to Vehicle Acquisition Holdings LLC, a Delaware limited liability company ("Purchaser"), the Sellers' Disclosure Schedule delivered on June 1, 2009, as amended, is hereby being updated as set forth herein (as amended and updated, this "Sellers' Disclosure Schedule"). Unless otherwise defined herein, all capitalized terms used in this Sellers' Disclosure Schedule have the respective meanings assigned to them in the Agreement.

The representations and warranties of Sellers set forth in the Agreement are made and given subject to the disclosures contained in this Sellers' Disclosure Schedule. Inclusion of information in this Sellers' Disclosure Schedule shall not be construed as an admission that such information is material to the business, operations or condition of the business of Sellers, the Purchased Assets or the Assumed Liabilities, taken in part or as a whole, or as an admission of Liability of any Seller to any third party. The specific disclosures set forth in this Sellers' Disclosure Schedule have been organized to correspond to Section references in the Agreement to which the disclosure may be most likely to relate; provided, however, that any disclosure in this Sellers' Disclosure Schedule shall apply to, and shall be deemed to be disclosed for, any other Section of the Agreement to the extent the relevance of such disclosure to such other Section is reasonably apparent on its face.

Section 1.1A

Assumable Executory Contracts

A list of Assumable Executory Contracts is set forth as Exhibit A to this Sellers' Disclosure Schedule.

Section 1.1B

Certain Contracts Related to Brand Dealer Agreements

#	Counterparty	Counterparty Contact	Address	Description of Agreement
1.	Steve Baldo Chevrolet-Oldsmobile-Buick-Cadillac, Inc.	STEVEN BALDO, PRESIDENT	11208 Gowanda State Road , North Collins, NY USA 14111	Remaining Oldsmobile Payments
2.	STEAKLEY CHEVROLET, LTD.	ARVEL RODGERS,	6411 E NORTHWEST HWY , DALLAS, TX USA 75231	Image with DND Agreement
3.	Benedict Corporation	NOEL DECORDOVA III, PRESIDENT	4814 State Highway 23 , Norwich, NY USA 13815	Remaining Oldsmobile Payments
4.	CERAMI AUTOMOTIVE ENTERPRISES, L.L.C.	SANDY CERAMI, PRESIDENT	755 RTE 17 , PARAMUS, NJ USA 07652	DND Agreement - Channeling
5.	TERRY LEE CHEVROLET, INC.	TERHAN LEE, PRESIDENT	9673 KINGS AUTO MALL ROAD , CINCINNATI, OH USA 45249	Performance Agreement
6.	Sam Swope Auto Group, llc	G. CLAPP JR, PRESIDENT	406 E Hwy 131 , Clarksville, IN USA 47129	Performance Agreement
7.	GMC Pontiac Buick Autoplex, Inc.	LARRY GAMBREL, PRESIDENT	13307 North US Hwy 25 , Corbin, KY USA 40701	Performance Agreement
8.	DAMES CHEVROLET, INC.	GERALD DAMES, PRESIDENT	525 E HIGH ST , POTTSTOWN, PA USA 19464	DND Agreement - Channeling
9.	DON ALLEN CHEVROLET, INC.	DAVID KING VOELKER, PRESIDENT	5315 BAUM BLVD , PITTSBURGH, PA USA 15224	DND Agreement - Channeling
10.	Dakine Automotive Group, Inc.	B. SCOTT SMITH,	11146 Florence Ave , Downey, CA USA 90241	Performance Agreement

#	Counterparty	Counterparty Contact	Address	Description of Agreement
11.	Durham Automotive Company	JOSEPH HENDRICK III, CHAIRMAN	409 S Roxboro St , Durham, NC USA 27701	Image with DND Agreement
12.	Dwane Shank Motors, Inc.	RONALD SHANK , VICE-PRESIDENT	408 E Kansas Ave , Greensburg, KS USA 67054	Image with DND Agreement
13.	Ed Hammer, Inc.	RICHARD HAMMER , PRESIDENT	107 E Alger , Sheridan, WY USA 82801	Remaining Oldsmobile Payments
14.	Doug's Northwest Cadillac-Hummer, Inc.	DOUGLAS IKEGAMI , PRESIDENT	17545 Aurora Ave N , Shoreline, WA USA 98133	Performance Agreement
15.	Elco Chevrolet Inc.	MARK HADFIELD , VICE-PRESIDENT	15110 Manchester , Ballwin, MO USA 63011	Image with DND Agreement
16.	Palm Chevrolet of Gainesville, llc	SHANNON DAVIS , MANAGING MEMBER	2600 N Main St , Gainesville, FL USA 32609	Performance Agreement
17.	Gardner Chevrolet-Oldsmobile-Cadillac, Inc.	JOHN GARDNER , PRESIDENT	270 Rte 72 E , Manahawkin, NJ USA 08050	Image with DND Agreement
18.	JJLH of Hanover llc	STEVEN LATTA , PRESIDENT/SECRETARY/TREAS	100 Eisenhower Dr , Hanover, PA USA 17331	DND Agreement - Channeling
19.	Harbor Auto Sales, Inc.	DAVID LAWSON , PRESIDENT	9911 West 300 North , Michigan City, IN USA 46360	Image with DND Agreement
20.	Korf Continental Sterling, Inc.	HAYES HOLLOWAY II, PRESIDENT	1200 W Main St , Sterling, CO USA 80751	Image with DND Agreement
21.	IRVINE CENTRAL MOTORS, INC.	OSSY TIRTARAHARDJA , PRESIDENT	11 AUTO CENTER DR , IRVINE, CA USA 92618	Performance Agreement

#	Counterparty	Counterparty Contact	Address	Description of Agreement
22.	CP-GMC MOTORS, LTD.	LUTHER COGGIN JR.,	9201 ATLANTIC BLVD , JACKSONVILLE, FL USA 32211	DND Agreement - Channeling
23.	Mike Raisor Pontiac, Inc.	MICHAEL RAISOR , PRESIDENT	2912 E Main St , Lafayette, IN USA 47904	Performance Agreement
24.	Henry Martens Chevrolet-Cadillac, Inc.	JEFFERY MARTENS , VICE PRESIDENT/SECRETARY	315 Choctaw , Leavenworth, KS USA 66048	Performance Agreement
25.	Gardner Chevrolet-Oldsmobile-Cadillac, Inc.	JOHN GARDNER , PRESIDENT	270 Rte 72 E , Manahawkin, NJ USA 08050	Performance Agreement
26.	Mike Raisor Pontiac, Inc.	MICHAEL RAISOR , PRESIDENT	2912 E Main St , Lafayette, IN USA 47904	Image with DND Agreement
27.	Chevrolet Buick Pontiac GMC of Milledgeville, Inc.	NATHANIEL BACON III, PRESIDENT	1980 N Columbia St , Milledgeville, GA USA 31061	Performance Agreement
28.	Gates Chevy World, Inc.	LARRY GATES , PRESIDENT	636 W Mckinley , Mishawaka, IN USA 46545	Performance Agreement
29.	RALPH'S AUTO SALES, INC.	MARK MEDEIROS , PRESIDENT	361 STATE RD RTE 6 , NORTH DARTMOUTH, MA USA 02747	Performance Agreement
30.	N. J. CURRI OLDSMOBILE, INC.	ROBERT CURRI , PRESIDENT	9562 STATE RTE 49 , MARCY, NY USA 13403	Remaining Oldsmobile Payments
31.	Parkway Oldsmobile-Cadillac-GMC Truck, Inc.	P. BAKSHI , PRESIDENT	24055 Creekside Road , Valencia, CA USA 91355	Image with DND Agreement
32.	Pendarvis Chevrolet-Olds Company, Inc.	RICHARD PENDARVIS , VICE PRESIDENT/SECRETARY	650 Augusta Rd , Edgefield, SC USA 29824	Remaining Oldsmobile Payments

#	Counterparty	Counterparty Contact	Address	Description of Agreement
33.	Plaza Pontiac Buick GMC, Inc.	JAMES GILL, PRESIDENT	1588 Columbus Pike , Delaware, OH USA 43015	DND Agreement - Channeling
34.	Cole Century, Inc.	THOMAS COLE, PRESIDENT	6600 S Westnedge Ave , Portage, MI USA 49002	Performance Agreement
35.	RALPH'S AUTO SALES, INC.	MARK MEDEIROS , PRESIDENT	361 STATE RD RTE 6 , NORTH DARTMOUTH, MA USA 02747	Image with DND Agreement
36.	Reichard Buick Pontiac GMC, Inc.	EUGENE REICHARD , PRESIDENT	161 Salem Ave , Dayton, OH USA 45406	Image with DND Agreement
37.	Kuni Hubacher Motors, llc	GREGORY GOODWIN , CEO	1 Cadillac Dr , Sacramento, CA USA 95825	Performance Agreement
38.	SCHALLER ENTERPRISES, LLC	ARTHUR SCHALLER JR, PRESIDENT/TREASURER	1141 STANLEY ST , NEW BRITAIN, CT USA 06051	DND Agreement - Channeling
39.	Scott Chevrolet, Inc.	ANDREW SCOTT , PRESIDENT	3333 Lehigh St , Allentown, PA USA 18103	DND Agreement - Channeling
40.	Scott Nichols, Inc.	THOMAS COOPER , CHAIRMAN	2750 Hwy 180 East , Silver City, NM USA 88061	Performance Agreement
41.	Silver Star Motor Car Company	JOHN ANDERSON , PRESIDENT	3601 Auto Mall Dr , Thousand Oaks, CA USA 91362	Image with DND Agreement
42.	Sunnyvale Motor Company	WESLEY RYDELL , DIRECTOR	660 W El Camino Real , Sunnyvale, CA USA 94087	DND Agreement - Channeling
43.	Twin City Pontiac, Buick, GMC, Inc.	KENNETH RUDDY , CHAIRMAN	10549 Hwy 69 , Port Arthur, TX USA 77640	Image with DND Agreement

#	Counterparty	Counterparty Contact	Address	Description of Agreement
44.	Vermilion Auto Corporation	CHARLES SHAPLAND , PRESIDENT/DIRECTOR	1615 Georgetown , Tilton, IL USA 61833	Image with DND Agreement
45.	Greiner Pontiac-Buick, Inc.	ROBERT GREINER , PRESIDENT	14555 Civic Drive , Victorville, CA USA 92394	Performance Agreement
46.	DON JACOBS AUTOMOTIVE GROUP INC.	DAVID JACOBS , VICE- PRESIDENT	W 226 S 1700 HWY 164 , WAUKESHA, WI USA 53186	Performance Agreement
47.	WESTMINSTER PONTIAC GMC BUICK, INC.	MICHAEL HERNANDEZ , PRESIDENT	15550 BEACH BLVD , WESTMINSTER, CA USA 92683	Performance Agreement
48.	Woodfield Chevrolet, Inc.	THOMAS GOLLINGER , PRESIDENT	1100 E Golf Rd , Schaumburg, IL USA 60173	Image with DND Agreement
49.	Al Serra Buick-GMC Truck, Inc.	JOSEPH SERRA , PRESIDENT	G6201 S Saginaw , Grand Blanc, MI USA 48439	Deferred Hummer Termination
50.	Al Serra Chevrolet, L.L.C.	JEROME COLTEN , MANAGING MEMBER	1570 Auto Mall Loop , Colorado Springs, CO USA 80920	Deferred Hummer Termination
51.	Bergstrom Cadillac- Hummer, Inc.	JOHN BERGSTROM , CHAIRMAN	1200 Applegate Rd , Madison, WI USA 53713	Deferred Hummer Termination
52.	Bergstrom Chevrolet of Milwaukee	JOHN BERGSTROM , CHAIRMAN	11100 W Metro Boulevard , Milwaukee, WI USA 53224	Deferred Hummer Termination
53.	Bergstrom Chevrolet- Buick-Pontiac-Cadillac- Hummer, Inc.	JOHN BERGSTROM , CHAIRMAN	150 N Green Bay Rd , Neenah, WI USA 54956	Deferred Hummer Termination
54.	Central Hummer East Limited	FRANK PORTER JR, PRESIDENT	25975 Central Pkwy , Beachwood, OH USA 44122	Deferred Hummer Termination

#	Counterparty	Counterparty Contact	Address	Description of Agreement
55.	Camargo Cadillac Company	RONALD JOSEPH, PRESIDENT	9848 Waterstone Blvd , Cincinnati, OH USA 45249	Deferred Hummer Termination
56.	West Covina Motors, Inc.	ZIAD ALHASSEN, PRESIDENT	1932 East Garvey Avenue South , West Covina, CA USA 91791	Deferred Hummer Termination
57.	Hummer of Columbus	RONALD JOSEPH, PRESIDENT	4300 West Dublin-Granville Road , Dublin, OH USA 43017	Deferred Hummer Termination
58.	Coral Cadillac, Inc.	CHRISTIAN BERIAN, PRESIDENT	5101 N Federal Hwy , Pompano Beach, FL USA 33064	Deferred Hummer Termination
59.	Criswell Chevrolet, Inc.	HARRY CRISWELL III, PRESIDENT	503 Quince Orchard Rd , Gaithersburg, MD USA 20878	Deferred Hummer Termination
60.	Dew Cadillac, Inc.	RICHARD DIMMITT, PRESIDENT	3333 Gandy Blvd , Pinellas Park, FL USA 33781	Deferred Hummer Termination
61.	Don Thornton Cadillac Saab, Inc.	DONALD THORNTON, PRESIDENT	3939 S Memorial Dr , Tulsa, OK USA 74145	Deferred Hummer Termination
62.	California Automotive Retailing Group, Inc.	DENNIS FITZPATRICK, PRESIDENT	1330 Concord Avenue , Concord, CA USA 94520	Deferred Hummer Termination
63.	Flow Automotive Center of Winston-Salem Ilc	DONALD FLOW, PRESIDENT	1400 S Stratford Rd , Winston- Salem, NC USA 27103	Deferred Hummer Termination
64.	Pontiac Ranch Inc.	GEORGE GEE, PRESIDENT	21502 George Gee Ave , Liberty Lake, WA USA 99019	Deferred Hummer Termination
65.	Gold Coast Automotive, Ilc.	JOSEPH SERRA, PRESIDENT	2123 Rte 35 , Oakhurst, NJ USA 07755	Deferred Hummer Termination
66.	Green Brook Pontiac-GMC, Inc.	DAVID FERRAEZ, PRESIDENT	101 US Highway 22 Eastbound , Green Brook, NJ USA 08812	Deferred Hummer Termination

#	Counterparty	Counterparty Contact	Address	Description of Agreement
67.	Jp Enterprises	JAMES LYNCH, PRESIDENT	17371 North Outer Forty Rd , Chesterfield, MO USA 63005	Deferred Hummer Termination
68.	Marvin K. Brown Auto Center, Inc.	JAMES BROWN, EXECUTIVE VICE PRESIDENT	1441 Camino Del Rio S , San Diego, CA USA 92108	Deferred Hummer Termination
69.	McCann Motors, Inc.	MELAINE MCCANN, PRESIDENT	6411 20th Street East , Fife, WA USA 98424	Deferred Hummer Termination
70.	Nucar Connection, Inc.	DAVID GREYTAK, PRESIDENT	174 N Dupont Pky , New Castle, DE USA 19720	Deferred Hummer Termination
71.	Parkway Oldsmobile-Cadillac-GMC Truck, Inc.	P. BAKSHI, PRESIDENT	24055 Creekside Road , Valencia, CA USA 91355	Deferred Hummer Termination
72.	California Automotive Retailing Group, Inc.	INDER DOSANJH, PRESIDENT	4200 John Monego Court , Dublin, CA USA 94568	Deferred Hummer Termination
73.	DJQ Enterprises, Inc.	DANIEL QUIRK, PRESIDENT	1250 S Willow St , Manchester, NH USA 03103	Deferred Hummer Termination
74.	Rippy Cadillac-Oldsmobile, Inc.	R. ALLEN RIPPY, VICE-PRESIDENT	4951 New Centre Dr , Wilmington, NC USA 28403	Deferred Hummer Termination
75.	Schumacher Buick-Oldsmobile, Inc.	CHARLES SCHUMACHER, PRESIDENT	3031 Okeechobee Blvd , West Palm Beach, FL USA 33409	Deferred Hummer Termination
76.	Scott Chevrolet, Inc.	ANDREW SCOTT, PRESIDENT	3333 Lehigh St , Allentown, PA USA 18103	Deferred Hummer Termination
77.	Silver Star Motor Car Company	JOHN ANDERSON, PRESIDENT	3601 Auto Mall Dr , Thousand Oaks, CA USA 91362	Deferred Hummer Termination

#	Counterparty	Counterparty Contact	Address	Description of Agreement
78.	Suburban Motors Company, Inc.	DAVID FISCHER, PRESIDENT	1810 Maplelawn Dr , Troy, MI USA 48084	Deferred Hummer Termination
79.	Suburban Ann Arbor, Ilc	DAVID FISCHER, PRESIDENT	3515 Jackson Rd , Ann Arbor, MI USA 48103	Deferred Hummer Termination
80.	Team Pasadena Automotive, Inc.	DANIEL GABY, PRESIDENT/DIRECTOR	3003 E Colorado Blvd , Pasadena, CA USA 91107	Deferred Hummer Termination
81.	Woodfield Chevrolet, Inc.	THOMAS GOLLINGER, PRESIDENT	1100 E Golf Rd , Schaumburg, IL USA 60173	Deferred Hummer Termination
82.	Holiday Saturn, Inc.	Juan L. Gonzales,	401 Auto Vista Drive , Victorville, CA USA 93551	DND Agreement - Channeling
83.	Coachella Valley BPG	EDWARD CHAVEZ, PRESIDENT	78960 Varner Rd , Indio, CA USA 92203	DND Agreement - Channeling
84.	Saturn of Flagstaff	Clifford Findlay,	310 North Gibson Road , Flagstaff, AZ USA 89014	DND Agreement - Channeling
85.	Horne Chevrolet	ROBERT HORNE, PRESIDENT	225 E Main Street , Springerville, AZ USA 85938	DND Agreement - Channeling
86.	Clark Buick-Pontiac	PAT CLARK JR, PRESIDENT	2575 E Sahara Ave , Las Vegas, NV USA 89104	DND Agreement - Channeling
87.	Gates Chevy World, Inc.	LARRY GATES, PRESIDENT	636 W McKinley , Mishawaka, IN USA 46545	DND Agreement - Channeling
88.	Jeff Wyler Alexandria, Inc D/B/A Jeff Wyler Buick Pontiac GMC	JOHN COLLINS JR, EXECUTIVE MANAGER	1154 Burlington Pike , Florence, KY USA 41042	DND Agreement - Channeling

#	Counterparty	Counterparty Contact	Address	Description of Agreement
89.	RH Florida, LLC	RONALD ROSNER, CHAIRMAN	800 South Harbor City Blvd. , Melbourne, FL USA 32901	Image with DND Agreement
90.	Kachina Companies (Multiple)	JOHN LUND , PRESIDENT	1200 North Scottsdale Rd. , Scottsdale, AZ USA 85257	DND Agreement - Channeling
91.	Legends Companies (Multiple)	JOHN LUND , PRESIDENT	7901 East Frank Lloyd Wright Blvd. , Scottsdale, AZ USA 85254	DND Agreement - Channeling
92.	Lunds Companies (Multiple)	JOHN LUND , PRESIDENT	1311 East Bell Rd. , Phoenix , AZ USA 85022	DND Agreement - Channeling
93.	University Chevrolet, LLC	THOMAS MOORE , PRESIDENT	11300 N Florida Ave , Tampa, FL USA 33612	DND Agreement - Channeling

Section 1.1C

Key Subsidiaries

1. General Motors Product Services, Inc.
2. OnStar, LLC
3. General Motors Overseas Distribution Corporation
4. Argonaut Holdings, Inc.
5. Riverfront Holdings, Inc.
6. Adam Opel GmbH
7. General Motors of Canada Limited
8. GM Daewoo Auto & Technology Company
9. General Motors de Mexico, S. de R.L. de C.V.
10. General Motors do Brasil Ltda.
11. GM Europe Treasury Company AB
12. General Motors UK Limited
13. General Motors Espana, S.L.
14. GM Holden Ltd.
15. General Motors Venezolana, C.A.
16. General Motors Italia S.r.l.
17. General Motors Powertrain - Germany GmbH
18. GM Factoring Sociedade de Fomento Comercial Ltda.
19. General Motors Powertrain- Austria GmbH
20. General Motors India Private Limited
21. General Motors Poland Spolka, z.o.o.
22. General Motors CIS, LLC
23. General Motors Belgium N.V.
24. General Motors (Thailand) Limited
25. General Motors de Argentina S.r.l.
26. General Motors South Africa (Pty) Limited
27. General Motors Strasbourg
28. General Motors - Colmotores S.A.
29. General Motors Auto LLC
30. Controladora General Motors, S.A. de C.V.
31. VM Motori S.p.A.
32. DMAX, Ltd.

Section 1.1D

Knowledge of Sellers

1. Walter G. Borst
2. Lawrence S. Buonomo
3. Troy A. Clarke
4. Nicholas S. Cyprus
5. Joseph H. DaMour
6. Maureen Kempston Darkes
7. Carl-Peter Foster
8. Frederick A. Henderson
9. Gregory E. Lau
10. Robert S. Osborne
11. David N. Reilly
12. Ray G. Young

Section 1.1E

Seller Key Personnel

Group Vice Presidents of Parent and other executives of Parent more senior than Group Vice Presidents.

Section 2.2(a)(vii)

Certain Personal Property Located at Excluded Real Property

General	
Site	Personal Property
General	Indirect material and inventory, spare parts and Tooling required to support current and future production at Excluded Real Properties
	Mobile equipment - rider fork / lift trucks and tow tractors / tuggers with their ancillary supporting equipment having a certificate of acceptance date of 2003 to the present year
	Mobile equipment - walk behind equipment used for lifting, stacking, or moving material and burden carriers / platform trucks with their ancillary supporting equipment having a certificate of acceptance date of 2000 to the present year
	Medical equipment- all medical equipment and supplies at Excluded Real Properties
	Assets - new and not yet installed at Excluded Real Properties
	Fire and personnel safety equipment, security systems, cameras, video equipment and radios
	Maintenance shop cabinets and equipment
WFG	
Site	Personal Property
GMVM - Moraine Assembly	Hydraulic lift and dock equipment, chillers, cooling towers, and filters, chemical tanks and pump systems, hot water boilers, electrical switchgear and transformer, utility system controls and metering, HVAC temperature control panels, air conditioners, transformers, emergency generator, gates and operators, fitness equipment, paint booth air ventilation fans, VFDs and controls
GMVM - Pontiac Assembly	Hydraulic lift and dock equipment, compressed air dryers and filters, utility system controls and metering, HVAC temperature control panels, air conditioners, electrical switchgear, transformers and bus duct, emergency generator, RO system, paint booth air ventilation fans, VFDs and controls
GMVM - Wilmington	Compressed air controls, utility system controls and metering, HVAC temperature

	control panels, air conditioners, electrical switchgear, transformers and bus duct, emergency generator, fire system panels and controls, RO system, paint booth RTO including air ventilation fans and VFDs and controls, hydrocarbon vapor monitors and weather station and accessories
Stamping - Mansfield	HVAC temperature control panels, wastewater treatment equipment, utility metering, welder, electrical cable, fuses and disconnects, scrap conveyors and bailer equipment and parts, motion sensors and telemotive equipment, mobile parapet and concrete barriers
Stamping - Indianapolis	Utility metering
Stamping - Grand Rapids	Office furniture, boiler controls, chillers, mobile air compressors, utility metering
Stamping - Pontiac North Campus (other than Plant #14) (Pontiac # 15 and #25)	Utility metering
GMPT - Fredericksburg	Hot water boilers, chillers, cooling tower, air compressors, utility metering
GMPT - Livonia	Air compressors and compressor controls, utility metering, HVAC temperature control panels
GMPT - Willow Run	Office furniture, air compressors controls, chillers, WWTP pumps, utility metering, HVAC temperature control panels
GMPT - Flint North (Plant 5, 10, 81)	Air compressors controls, chillers, utility metering
GMPT - Parma	Power Distribution metering
Powertrain Manufacturing	
Site	Personal Property
GMPT - Willow Run	Deburrs, inspection equipment, cranes, tables, carts, tuggers, gear equipment, inspection equipment
	Conveyance Tooling: Spare parts & tooling (including master, fixtures)
	Expense: Carts, Dollies, tables, matting, dunnage trays
	CNC & gear equipment, broach, hone, gear inspection
	CNC gear & prismatic equipment hones, deburrs. etc.
GMPT - Massena	CNC gear equipment, hones, broach etc.
	Miscellaneous 4L80E Production Equipment
GMPT - Massena	Metallurgy and sand lab, complete

	Zeiss CMM
	Small Conveyor
GMPT - Livonia	Block and head line equipment, CMM: V6/8
GMPT - Flint North (Plant 5, 10, 81)	Gen 4 V8 Crank Line, Plant 36
	CMM
GMPT - Fredericksburg	6 spd converter plate cell
Powertrain Engineering	
GMPT - Willow Run (Ypsilanti Engineering Center)	Miscellaneous Cabinets, Carts, and Instrumentation
Romulus Engineering Center	Test Stands, Instrumentation, Emissions Analyzers
Assembly	
Site	Personal Property
GMVM-Moraine Assembly	Pollution abatement equipment, safety equipment, robots, pumps, vision cameras, conveyors and associated parts, electrical components, meters, welding equipment; communication, process status displays, Paint cleaning, coating, sealing, & associated application equipment, GA assembly, power tools, shop tools, measurement, & etching equipment, material transports, buss and associated buss plugs
GMVM-Pontiac Assembly	Heavy Duty & Dually equipment and tools, Sealer automation cells; right and left doors (front and rear), fender and hood sub assembly cells and related equipment; test equipment; Paint application, sealer and pumping systems, feather duster, RO Water system; DVT validation equipment; robots; conveyor chain, track and parts including fork transfers, turnovers, marriage and load stations; stud welders, C-flex, electrical parts such as PLC's, HMI's, process status displays, torque controllers, cards and related equipment components
	Team Room equipment, Simulated Work Environment Cells, Medical Equipment, spare Electrical Switchgear; Material transport equipment, storage racks and lift tables, communication equipment and Compressed Air Dryers
GMVM-Wilmington Assembly	Feather Duster, Paint application equipment, vision systems, equipment supporting service part sub assembly tools, conveyor chain, electrical and control components such as

	PLC's, Power distribution panels, welding equipment, process status displays and related electrical components
	Medical equipment, spare Electrical Switchgear, Electric Powered Hand tools & associated controllers, AGC's, CMM Controllers, specialized lighting; Material transport equipment, storage racks and lift tables, communication equipment, Sealer systems and Pumping equipment
NA Press Center	
Site	Personal Property
Stamping - Grand Rapids	AA5X Transfer Press Systems
	A3 Transfer Press Systems
	B3 Transfer Press Systems
	Blanking Systems
	Shear System
	TDO Machines
	DVC System
	Overhead Cranes
	Power Distribution
	Scrap Systems
	Sub Assembly Cells
	Dies and Tooling
	Storage Racks and Stands
	Spare Parts
Stamping - Mansfield	AA5X Transfer Press Systems
	FOL/EOL/Robots
	B3 Transfer Press Systems
	B2 Transfer Press Systems
	Blanking Systems
	Shear System
	DVC System
	Overhead Cranes
	Die Room Equipment
	Power Distribution
	Scrap Systems
	Sub Assembly Cells
	Dies and Tooling
	Storage Racks and Stands
	Spare Parts
Stamping- Pontiac North Campus (other than Plant #14) (Pontiac # 15 and #25)	Sub Assembly Cells
	Hydroform Press Systems
	Sheet Hydro Systems
Stamping-Indianapolis	Spare Parts
	Prog Press System

	Die Room Equipment
	Spare Parts
	Scrap Systems
	Sub Assembly Cells
	Dies and Tooling
WFG Warehouse	
Site	Personal Property
Pontiac Fiero Site - Plant 17 Warehouse	Tires (Production and Prototype)
	Wheels (Steel/Aluminum)
	Seats (Production/Prototype)
	Tested Transmissions (Production/Prototype)
	Tested Engines (Production/Prototype)
	Tested Rear Differentials
	Crash sleds (Crash Worthiness equipment)
	Car Bodies (Shell/BIW and other)
	Design - Stored Historical Vehicles
	Design - Clay Models (both full and half scale)
	Design - Fiberglass Models (Both full and half scale)
	Design Equipment - Clay ovens, bucks, frames, tires, etc.
	Design - Paint Color Chip/Charts
	Design - Various Wood Molds
	Truck and Car Exhaust Systems (with converters)
	Truck/Car Dashboards/Consoles (with and without airbags)
	Truck/Car Seats (with and without airbags)
	Baskets/Skids of Miscellaneous car/truck parts (Doors/fenders/bumpers/etc.)
	Baskets/Skid/boxes Facility Related Equipment (Lights/hose reels/shelving/transformers/etc.)
	All - Stored Shop Equipment (Bridgeport Mills/Sanders/Drill Presses/Brakes/etc.)
	All - Litigation/Legal Files/vehicles/etc.
	All - Skids of Miscellaneous Steel/Aluminum (Both Sheet and Tubing)
	All Facility Shop and Equipment (Carpenter/Machine Repair/ Truck Repair/Electrical)
	All Furniture (Office/Storage Cabinets/Plastic Bins/etc.)
	All Storage Racks
	All - Cranes and Conveyor Equipment (Chain/Drives)

	SPO - All Stamped/Treated Sheet Metal Body Parts
	Pressed Metal Parts and Equipment
	Robots
	Buss Duct and Buss Plugs
	Power Panels
	Fire Extinguishers and Associated Equipment (Hoses/Cabinets/etc.)
	Machinery and associated platforms
	Mobile Equipment (Owned and Leased)
	New - Crates of Machinery/Equipment for "Future Plant Use"
	Hem Presses and related Equipment
WFG Flint Flowthrough Warehouse	All - Stored Shop Equipment
	Robots
	Powertrain - Machinery and Equipment, Dynamometers, CNC Machines, Conveyors
	Containerization - Assorted plastic containers
WFG Non- Manufacturing	
WFG Pontiac PCC- West	329 Rigs and Mics support equipment, Hot exhaust burners with controllers, IT computer instrumentation support for rigs, Structural durability test rigs and related equipment
	Material Test Lab - All Equipment related to Material Testing
	All Equipment related to Calibration Instrumentation
	All Equipment involving Captured Test Fleet and Company Vehicle Operations
	All Road Load Simulator Equipment, Substation and related Miscellaneous Equipment
	All equipment involving air flow and pressure monitoring Lab Testing
	Vehicle hoists, exhaust extractors and miscellaneous garage equipment
WFG Pontiac PCC - Central	Detroit Diesel 900KW Generator
SPO	
Site	Personal Property
SPO Columbus	All material handling equipment, audio/visual equipment, computer equipment, hand held and truck mount terminals, bins, racks, decks & dividers, pallet jacks, stretch wrappers, furniture and cafeteria, fitness equipment
	All parts inventory, packaging suppliers, and containers

SPO East Coast Bulk Center (SPO Martinsburg 2)	All material handling equipment, audio/visual equipment, computer equipment, hand held and truck mount terminals, bins, racks, decks & dividers, pallet jacks, stretch wrappers, furniture and cafeteria, fitness equipment
	All parts inventory, packaging suppliers, and containers
SPO South West Bulk Center	All material handling equipment, audio/visual equipment, computer equipment, hand held and truck mount terminals, bins, racks, decks & dividers, pallet jacks, stretch wrappers, furniture and cafeteria, fitness equipment
	All parts inventory, packaging suppliers, and containers

Section 2.2(a)(xiii)

Other Matters

Claims against a Transferred Entity arising in connection with the past sales of goods relating to transfer price adjustments in favor of Parent.

Section 2.2(b)(iv)

Excluded Entities

1. Alan Reuber Chevrolet, Inc.
2. Albany Auto Group, LLC
3. Alhambra Pontiac GMC Buick, Inc.
4. Alternative Energy Services LLC
5. Amherst Chevrolet, Inc.
6. Anixter International, Inc.
7. Auburn Chevrolet Oldsmobile Cadillac, Inc.
8. Autocity Buick Pontiac GMC, Inc.
9. Beacon Chevrolet Oldsmobile, Inc.
10. Beil Acquisition Corporation
11. Bennett Pontiac GMC, Inc.
12. Bensonhurst Chevrolet, Inc.
13. Buick-GMC of Milford, Inc.
14. Cadillac of Lynbrook, Inc.
15. Carnahan Chevrolet, Inc.
16. Champion Buick Pontiac GMC, Inc.
17. Chevrolet of Clarks Summit, Inc.
18. Chevrolet-Oldsmobile-Cadillac of Chicopee, Inc.
19. Cobb Parkway Chevrolet, Inc.
20. Colchester Chevrolet, Inc.
21. Commerce Buick Pontiac GMC, Inc.
22. Commonwealth on the Lynnway, Inc.
23. Dadeland Chevrolet, Inc.
24. DCM Investments, Inc.¹
25. DDH Investments of South Texas, Inc.
26. Decatur Buick Pontiac GMC, Inc.
27. Douglaston Chevrolet, Inc.
28. DP Compressors L.L.C.
29. Elk Grove Buick Pontiac GMC, Inc.
30. Elk Grove Saturn Auto, Inc.
31. El-Mo Holding I Corporation
32. El-Mo Holding II Corporation
33. El-Mo Leasing II Corporation
34. El-Mo Leasing III Corporation
35. El-Mo-Mex, Inc.
36. Environmental Corporate Remediation Company, Inc.
37. Ernie Patti Pontiac GMC, Inc.
38. Exeter Chevrolet Buick Pontiac, Inc.
39. Fairway Automotive Group, Inc.
40. Falls Pontiac GMC, Inc.
41. Family Buick Pontiac GMC, Inc.
42. Fernandez GMC Pontiac Buick, Inc.
43. Florence Buick GMC, Inc.

44. Frankfort Towers Industries, Inc.
45. Freeborough Automotive, Inc.
46. Freehold Chevrolet-Geo, Inc.
47. Frontier Chevrolet, Inc.
48. GEM Motors, Inc.
49. GENERAL MOTORS CAPITAL TRUST "D"
50. GENERAL MOTORS CAPITAL TRUST "G"
51. General Motors Commercial Corporation
52. General Motors Export Corporation
53. General Motors Indonesia, Inc.
54. General Motors International Operations, Inc.
55. General Motors Nova Scotia Finance Company
56. General Motors Receivables Corporation
57. General Motors Trade Receivables LLC
58. Gilroy Chevrolet Cadillac, Inc.
59. GM Auto Receivables Co.
60. GM DriverSite Incorporated
61. GM National Car International, Ltd.
62. GMETR Finance Company Receivables LLC
63. GMETR Service Parts Receivables LLC
64. GM Facilities Trust No. 1999-1
65. GMLG Ltd.
66. Hawaii Automotive Retailing Group, Inc.
67. Hope Automotive, Inc.
68. InQBate Corporation
69. Integrity Saturn of Chattanooga, Inc.
70. Jennings Motors, Inc.
71. John H. Powell Jr. Chevrolet Oldsmobile, Inc.
72. Joseph Motors, Inc.
73. Kaufman Automotive Group, Inc.
74. Kings Mountain Chevrolet, Inc.
75. Leo Stec Saturn, Inc.
76. Lexington Motors, Inc.
77. Lou Sobh Cerritos Saturn, Inc.
78. Lou Sobh Saturn of Elmhurst, Inc.
79. Lou Sobh Saturn, Inc.
80. Lowell Pontiac Buick GMC, Inc.
81. Manual Transmissions of Muncie, LLC
82. Martino Pontiac-GMC, Inc.
83. MDIP-Norcal, Inc.
84. Merry Oldsmobile, Inc.
85. Metro Chevrolet, Inc.
86. Metropolitan Auto Center, Inc.
87. Miami Lakes Pontiac, Inc.
88. Millington Chevrolet, Inc.
89. Miracle Mile Chevrolet Buick, Inc.
90. Motor Enterprises, Inc.

91. Motors Trading Corporation
92. Multiple Dealerships Holdings of Albany, Inc.
93. New Castle Automotive, Inc.
94. New Rochelle Chevrolet, Inc.
95. New-Cen Commercial Corporation
96. New United Motor Manufacturing, Inc.
97. North Bay Auto Group, LLC
98. North Bay Multi-Site, Inc.¹
99. North Orange County Saturn, Inc.
100. Northpoint Pontiac-Buick-GMC Truck, Inc.
101. Oakland Automotive Center, Inc.
102. Pacific Dealership Group, Inc.
103. Park Plaines Chevrolet-Geo, Inc.
104. Peninsula Pontiac GMC Buick, Inc.
105. Pontiac Buick GMC of Abilene, Inc.
106. Pontiac GMC of Latham, Inc.
107. Port Arthur Chevrolet, Inc.
108. Premier Investment Group, Inc.
109. Prestige Saturn of Jacksonville, Inc.
110. Puente Hills Pontiac GMC Buick, Inc.
111. Rancho Mirada Chevrolet, Inc.
112. Remediation and Liability Management Company, Inc.
113. Riverfront Development Corporation
114. SAAB Cars Holdings Overseas Corp.
115. San Francisco Multiple Dealer Holdings, Inc.
116. Saturn of Central Florida Market Area, Inc.
117. Saturn of Charlotte Market Area, Inc.
118. Saturn of New York City, Inc.
119. Saturn of Ontario, Inc.
120. Saturn of Raleigh Market Area, Inc.
121. Saturn of Wilkes Barre, Inc.
122. Saturn Retail of South Carolina, LLC
123. Sherwood Pontiac Buick GMC, Inc.
124. Simpsonville Chevrolet, Inc.
125. South Bay Multi-Site, Inc.¹
126. Subrose Ancillary Pvt. Ltd.¹
127. Sutter Hill Investments Mauritius Ltd.¹
128. SW Houston Motors Inc.
129. Tampa Bay Buick, Inc.
130. Tiens Biotech Group (USA), Inc.
131. Torrance Buick GMC, Inc.
132. Tracy Pontiac GMC Cadillac, Inc.

¹ Parent has no proof of ownership of this entity. It is possible that Parent no longer holds interest in this entity.

- 133. Trenton Chevrolet, Inc.
- 134. TX Holdco, LLC
- 135. Valley Stream Automotive, Inc.
- 136. Valley Stream Motors, Inc.
- 137. Vanguard Car Rental USA Inc.
- 138. Vector SCM, LLC
- 139. W. Babylon Chevrolet-Geo, Inc.
- 140. Walsh Chevrolet, Inc.
- 141. Washington Chevrolet, Inc.
- 142. Westminster Pontiac GMC Buick, Inc.

Section 2.2(b)(v)

Excluded Real Property

Manufacturing Properties

Exhibit F to the Agreement is incorporated by reference herein and hereby made a part of this Section 2.2(b)(v) of this Sellers' Disclosure Schedule.

Non-Manufacturing Properties

	Site Name	Property Address	City	State	Zip
1.	Danville Central Foundry	I-74 @ G Street	Danville	IL	61832
2.	Venture 2000 Industrial Park	2915 Pendleton Avenue	Anderson	IN	46016-2459
3.	639 Riley Boulevard	639 Riley Boulevard	Bedford	IN	47421
4.	332 Breezy Hill Lane	332 Breezy Hill Lane	Bedford	IN	47421
5.	609 Rawlins Mill Road	609 Rawlins Mill Road	Bedford	IN	47421
6.	1609 Mount Pleasant Road	1609 Rawlins Mill Road	Bedford	IN	47421
7.	145 Broomsage Road	145 Broomsage Road	Bedford	IN	47421
8.	112 Bailey Scales Road	112 Bailey Scales Road	Bedford	IN	47421
9.	641 Riley Boulevard	641 Riley Boulevard	Bedford	IN	47421
10.	1081 Breckenridge Road	1081 Breckenridge Road	Bedford	IN	47421
11.	Vacant Lot (Inman Court)	Vacant Lot (Inman Court)	Bedford	IN	47421
12.	1119 Breckenridge Road	1119 Breckenridge Road	Bedford	IN	47421
13.	Vacant Lot North of GM Plant - Breckenridge Road	Breckenridge Road	Bedford	IN	47421
14.	402 Bailey Scales Road	402 Bailey Scales Road	Bedford	IN	47421
15.	"M" Street Church - 132 "M" Street	132 "M" Street	Bedford	IN	47421
16.	"M" Street Parsonage - 134 "M" Street	134 "M" Street	Bedford	IN	47421
17.	Five Acres (Danny Wall's) - Vacant Lot Bailey Scales Road	Five Acres (Danny Wall's) - Vacant Lot Bailey Scales Road	Bedford	IN	47421
18.	624 Riley Boulevard A	624 Riley Boulevard A	Bedford	IN	47421
19.	624 Riley Boulevard B	624 Riley Boulevard B	Bedford	IN	47421
20.	626 Riley Boulevard A	626 Riley Boulevard A			
21.	626 Riley Boulevard B	626 Riley Boulevard B	Bedford	IN	47421
22.	628 Riley Boulevard A	628 Riley Boulevard A			
23.	628 Riley Boulevard B	628 Riley Boulevard B	Bedford	IN	47421
24.	630 Riley Boulevard A	630 Riley Boulevard A			
25.	630 Riley Boulevard B	630 Riley Boulevard B	Bedford	IN	47421
26.	632 Riley Boulevard A	632 Riley Boulevard A			
27.	632 Riley Boulevard B	632 Riley Boulevard B	Bedford	IN	47421
28.	634 Riley Boulevard A	634 Riley Boulevard A			

29.	634 Riley Boulevard B	634 Riley Boulevard B	Bedford	IN	47421
30.	224 Madison Street	224 Madison Street	Bedford	IN	47421
31.	636 Riley Boulevard A	636 Riley Boulevard A			
32.	636 Riley Boulevard B	636 Riley Boulevard B	Bedford	IN	47421
33.	637 Riley Boulevard A	637 Riley Boulevard A			
34.	637 Riley Boulevard B	637 Riley Boulevard B	Bedford	IN	47421
35.	638 Riley Boulevard A	638 Riley Boulevard A			
36.	638 Riley Boulevard B	638 Riley Boulevard B	Bedford	IN	47421
37.	640 Riley Boulevard A	640 Riley Boulevard A			
38.	640 Riley Boulevard B	640 Riley Boulevard B	Bedford	IN	47421
39.	641 Riley Boulevard A	641 Riley Boulevard A			
40.	641 Riley Boulevard B	641 Riley Boulevard B	Bedford	IN	47421
41.	643 Riley Boulevard A	643 Riley Boulevard A			
42.	643 Riley Boulevard B	643 Riley Boulevard B	Bedford	IN	47421
43.	645 Riley Boulevard A	645 Riley Boulevard A			
44.	645 Riley Boulevard B	645 Riley Boulevard B	Bedford	IN	47421
45.	330 Robins Way	330 Robins Way	Bedford	IN	47421
46.	126 Bailey Scales Road	126 Bailey Scales Road	Bedford	IN	47421
47.	115 Bailey Scales Road	115 Bailey Scales Road	Bedford	IN	47421
48.	1589 Peerless Road	1589 Peerless Road	Bedford	IN	47421
49.	1585 Peerless Road	1585 Peerless Road	Bedford	IN	47421
50.	659 Riley Boulevard	659 Riley Boulevard	Bedford	IN	47421
51.	105 Valley Lane	105 Valley Lane	Bedford	IN	47421
52.	572 Broomsage Road	572 Broomsage Road	Bedford	IN	47421
53.	222 Madison Street	222 Madison Street	Bedford	IN	47421
54.	228 Madison Street	222 Madison Street	Bedford	IN	47421
55.	640 North Jackson	640 North Jackson	Bedford	IN	47421
56.	17 N. Washington	17 N. Washington	Kokomo	IN	46901
57.	Fairfax Land ²	100 Kindleberger Road	Fairfax	KS	66115
58.	Framingham Landfill	350 Worcester Road	Framingha m	MA	01702
59.	Hemphill lot (7+/- acres)	SEC Hemphill & Saginaw	Burton	MI	48507
60.	Davison Road land	N/A	Burton	MI	N/A
61.	Clark Street Redevelopment	Former Cadillac Site	Detroit	MI	48210
62.	6241 Cass Avenue	Lot 8 - Cass & Amsterdam Aves.	Detroit	MI	48202
63.	Buick City	902 East Hamilton Avenue	Flint	MI	48550
64.	Dort Highway Land ³	10800 S. Saginaw Road	Flint	MI	48507
65.	Windiate Park Lots	N/A	Flint	MI	N/A

² Does not include the GMVM Fairfax Assembly and Stamping - Fairfax improvements and underlying real estate, which is part of the Transferred Real Property.

³ Does not include the Weld Tool Center - Grand Blanc improvements and underlying real estate, which is part of the Transferred Real Property.

66.	GLTC land (11+/- acres)	NWC of Atherton & Saginaw	Flint	MI	48503
67.	Flint West - Flint River (Bluff Street)	Chevrolet @ Glenwood	Flint	MI	48504
68.	Plant 2, 3 & 6	2800 -2801 West Saginaw Street	Lansing Township/ Lansing	MI	48921-0303
69.	Former Plant 5	2901 South Canal Road	Lansing	MI	48921
70.	Former Delco Chassis Plant	13000 Eckles Road	Livonia	MI	48151
71.	1831 Grondinwood Court	1831 Grondinwood Court	Milford	MI	48380
72.	1495 Oak Hollow Drive	1495 Oak Hollow Drive	Milford	MI	48380
73.	Pontiac Centerpoint Campus - Central	2000 Centerpoint Parkway	Pontiac	MI	48341-3147
74.	PCC-Validation	200 South Boulevard West	Pontiac	MI	48341
75.	Pontiac Centerpoint Campus - East	1999 Center Point Parkway East	Pontiac	MI	48341
76.	Pontiac Centerpoint Campus - West	660 South Boulevard East	Pontiac	MI	48341
77.	Centerpoint Land (no Etkin ground lease)	Centerpoint Blvd S. of South Blvd	Pontiac	MI	48341
78.	ACG - Penske site	675 Oakland/Cesar E. Chavez Avenue	Pontiac	MI	48340
79.	Centerpoint Land (Etkin ground lease)	Centerpoint Blvd S. of South Blvd	Pontiac	MI	48341
80.	652 Meadow Drive	652 Meadow Drive	Pontiac	MI	48341-3502
81.	642 Meadow Drive	642 Meadow Drive	Pontiac	MI	48341-3502
82.	631 Meadow Drive	631 Meadow Drive	Pontiac	MI	48341-3503
83.	607 Meadow Drive	607 Meadow Drive	Pontiac	MI	48341-3503
84.	Employee Development Center	65 University Drive	Pontiac	MI	48342
85.	Powertrain - Romulus Engineering Center ⁴	37350 Ecorse Road	Romulus	MI	48174-1376
86.	Saginaw Malleable Iron	77 West Center Street	Saginaw	MI	48605
87.	Saginaw Nodular Iron (PIMS297) ⁵	2100 Veterans Memorial Pkwy	Saginaw	MI	48605

⁴ Does not include the GMPT - Romulus plant improvements and underlying real estate, which is part of the Transferred Real Property.

⁵ Does not include the GMPT - Saginaw Metal Casting improvements and underlying real estate, which is part of the Transferred Real Property.

88.	Former Howard W/H - vacant land	700 Garey Street	Saginaw	MI	48601
89.	Vacant Land (76 acres)	Northeast corner of Denton and Ecorse	Van Buren Township	MI	N/A
90.	Former Leed's Assembly Plant	Land south of 6817 Stadium Drive	Kansas City	MO	64129
91.	Hyatt Hills Golf Complex	1300 Raritan Road	Clark	NJ	7066
92.	GM Plant	1445 Parkway Avenue	Ewing	NJ	08628-3012
93.	One General Motors Circle	One General Motors Circle	Syracuse	NY	13206
94.	Lordstown Excess Land ⁶	1829 Hallock Young Road	Lordstown	OH	44481
95.	Moraine Lagoon	3100 Dryden Road	Moraine/Dayton	OH	45439
96.	Janesville Training Center	Unknown	Janesville	WI	Unknown

Warehouses

	Site Name	Property Address	City	State	Zip
1.	Flint Flowthrough Warehouse	4002 James Cole Blvd.	Flint	MI	48503
2.	Pontiac Fiero site (excluding Powerhouse)	900 Baldwin Avenue	Pontiac	MI	48340
3.	Pontiac Fiero site (Powerhouse)	900 Baldwin Avenue	Pontiac	MI	48340

⁶ Does not include the GMVM - Lordstown Assembly and Stamping - Lordstown improvements and underlying real property, which is part of the Transferred Real Property.

Section 2.2(b)(vi)

Certain Excluded Personal Property Located at Transferred Real Property

None.

Section 2.2(b)(vii)

Certain Excluded Non-Executory Contracts

Section 2.2(b)(xiii) of this Sellers' Disclosure Schedule is incorporated by reference herein and made a part of this Section 2.2(b)(vii) of this Sellers' Disclosure Schedule.

Section 2.2(b)(xi)

Certain Bankruptcy Avoidance Actions

Any and all Claims arising from, relating to or in connection with, any payments by or to, or other transfers or assignments by or to, any Purchased Subsidiary.

Section 2.2(b)(xiii)

Excluded Insurance Policies

1. Directors and Officers Insurance Policy No.: 480-99-87 with American Insurance Group and various other insurers.
2. Aircraft Hull & Liability Primary No.: 280949/08A280949/08S1300044592/CVS101553/A1PR000169608AM/AB0802941 with AAU.
3. Environmental Insurance Policies Nos.: Pollution 0907325; Closure/ Post Closure 0907328; Corrective Action 0907329; and Closure 0907330 related to Excluded Assets.
4. Crime (Money and Securities) Insurance Policy No.: QA009604 for the period March 1, 2004 through March 1, 2005.

Section 2.2(b)(xvi)

Other Excluded Assets

1. JPMorgan Chase NY (ABA 02100021) Master Funding Account No. 838723369
2. JPMorgan Chase NY (ABA 02100021) Collections Account No. 838723377
3. JPMorgan Chase Syracuse (ABA 021309379) Controlled Disbursement Account No. 838723385

Section 2.3(a)(xv)

Other Assumed Liabilities

1. Personal Liability of any of Sellers' directors, officers or employees with respect to Taxes that arise from Sellers' failure to satisfy such Taxes as a result of the Bankruptcy Cases.
2. Promissory Note dated January 1, 2000, issued by Parent to Maryland Economic Development Corporation.
3. Customer Warranty Program contemplated in connection with Amendment No. 4, dated May 27, 2009, to the Loan and Security Agreement dated as of December 31, 2008, between Parent, as borrower, and Sponsor, as the lender.
4. Supplier Program contemplated in connection with that certain Credit Agreement, dated as of April 3, 2009, between GM Supplier Receivables LLC, as borrower, and Sponsor, as the lender.

Section 2.3(b)(i)

Certain Retained Indebtedness

1. Amended and Restated Credit Agreement, dated as of July 20, 2006, among Parent, GMCL, S LLC, Citicorp USA, Inc., as administrative agent for the lenders, JPMorgan Chase Bank, N.A., as syndication agent, and the banks and other financial institutions from time to time a party thereto (the "Revolving Credit Agreement").
2. Any derivative Contracts under which the non-Seller counterparty is a secured party pursuant to the Revolving Credit Agreement.
3. UST Credit Facilities.
4. Term Loan Agreement, dated as of November 29, 2006, among Parent, S LLC, the lenders a party thereto and the co-documentation and administrative agents a party thereto.
5. Loan and Security Agreement, dated as of October 2, 2006, between Parent and Gelco Corporation d/b/a GE Fleet Services as lender, as amended.
6. Bond Purchase and Paying Agency Agreement, dated as of May 28, 1986, between Parent and Credit Suisse.
7. Fiscal and Paying Agency Agreement, dated as of July 3, 2003, among Parent, Deutsche Bank AG London, as fiscal agent, and Banque Generale de Luxembourg S.A., together with the fiscal agent as paying agents.
8. Fiscal and Paying Agency Agreement, dated as of July 10, 2003, between General Motors Nova Scotia Finance Company, as issuer, Parent, as guarantor, Deutsche Bank Luxembourg S.A., as fiscal agent, and Bank Général du Luxembourg S.A. as paying agent.
9. Guarantee Agreement between Parent and the holders of the note under the Fiscal and Paying Agency Agreement, dated as of July 10, 2003, between General Motors Nova Scotia Finance Company, as issuer, Parent, as guarantor, Deutsche Bank Luxembourg S.A., as fiscal agent, and Bank Général du Luxembourg S.A. as paying agent.
10. Senior Indenture, dated as of November 15, 1990, between Parent and Citibank, N.A., as trustee, and all securities issued thereunder.
11. Senior Indenture, dated as of December 7, 1995, between Parent and Citibank, N.A., as trustee, and all securities issued thereunder.
12. Senior Indenture, dated January 8, 2008, and First Supplemental Indenture, dated February 22, 2008, between Parent and Bank of New York, as trustee, and all securities issued thereunder.
13. NYCIDA IDB Harlem Auto Mall Industrial Development Revenue Bonds issued June 26, 2004, between Parent, as guarantor, New York City Industrial Agency, as issuer, and Argonaut Holdings, Inc., as agent.
14. Ohio Water Development Authority Solid Waste Revenue Bonds issued December 24, 2002, between Parent and Ohio Water Development Authority, as issuer.
15. City of Fort Wayne Pollution Control Revenue Bonds issued December 24, 2002; State of Ohio Pollution Control Revenue Bonds – Refunding issued April 4, 2002, between Parent and the City of Fort Wayne, Indiana, as issuer.
16. Michigan Strategic Fund Pollution Control Revenue Bonds – Refunding issued July 1, 1995, between Parent and Michigan Strategic Fund, as issuer.

17. City of Moraine, Ohio Solid Waste Disposal Revenue Bonds issued July 1, 1999, between Parent and City of Moraine, Ohio, as issuer.
18. City of Moraine, Ohio Solid Waste Disposal Revenue Bonds issued July 1, 1994, between Parent and City of Moraine, Ohio, as issuer.
19. City of Indianapolis, Indiana Pollution Control Revenue Bonds issued April 27, 1984, between Parent and City of Indianapolis, Indiana.
20. TPC North - 2004 Lease refinancing dated May 28, 1999 between Parent and Wilmington Trust Company (White Marsh, Maryland and SPO-Memphis).
21. Loan Agreement between S Corporation and Industrial Development Board of Maury County, Tennessee, dated as of June 1, 1987.
22. Loan Agreement between S Corporation and Industrial Development Board of Maury County, Tennessee, dated as of September 1, 1987.
23. Loan Agreement between Parent and City of Indianapolis, Indiana, dated as of April 1, 1984.
24. Loan Agreement between Parent and City of Moraine, Ohio, dated as of July 1, 1999.
25. Loan Agreement between Parent and City of Moraine, Ohio, dated as of July 1, 1994.
26. Loan Agreement between Parent and Ohio Water Development Authority, dated as of March 1, 2002.
27. Loan Agreement between Parent and City of Fort Wayne, Indiana, dated as of December 1, 2002.
28. Loan Agreement between Parent and Ohio Water Development Authority, dated as of December 1, 2002.
29. Loan Agreement between Parent and Michigan Strategic Fund, dated as of July 1, 1995.

Section 4.1

Organization and Good Standing

None.

Section 4.2

Authorization; Enforceability

None.

Section 4.3

Noncontravention; Consents

License Agreements

1. Agreement for Pickup Integration, dated February, 5, 2007, by and between Isuzu Motors Ltd. (Tokyo, Japan) and Parent.
2. BAS+ Hybrid Powertrain Technology License Agreement and Amendments, dated July 1, 2006, by and between Suzuki Motor Corporation and Parent.
3. HFV6 Technical License Agreement and Amendments, dated July 1, 2003, by and between Suzuki Motor Corporation and Parent.
4. Patent and Technology License Agreement, dated August 7, 2007, by and between Allison Transmissions, Inc. and Parent.
5. X22F Transmission Agreement, dated January 20, 2005, by and between Ford Motor Company and Parent.
6. Transmission Technology License Agreement, dated June 4, 2008, by and among Shanghai General Motors Corporation Ltd., Pan Asia Technical Automotive Co., Ltd., Parent and GM Global Technology Operations, Inc.
7. Technology License Contract dated March 31, 2007, by and among Shanghai General Motors Corporation Ltd., Pan Asia Technical Automotive Co., Ltd., Parent and GM Global Technology Operations, Inc.
8. Epsilon/Delta Platform Technology License Contract, dated April 5, 2009, by and between, Shanghai General Motors Corporation Ltd. and Parent.
9. Intellectual Property Agreement (Small Diesel Engines), dated September 10, 2007, by and among VM Motori S.p.A., Parent and GM Global Technology Operations, Inc.
10. Trademark License Agreement, dated December 14, 2001, by and between Parent and Closed Joint Stock Company GM-Avtovaz (Russia).
11. Trademark and Trade Name License Agreement, dated November 1, 2006, by and between Parent and LLC General Motors Auto (Russia).

Strategic Software License Agreements

1. Limited License Agreement, dated February 14, 2003, by and between Oracle Corporation (as assignee to BEA Systems, Inc.) and Parent.
2. Software License Agreement, dated August 14, 2003, by and between IBM Corporation (as assignee to Cognos Corporation) and Parent.
3. Enterprise Subscription Enrollment, dated July 7, 2008, by and between Parent and Microsoft Licensing, GP.
4. Enterprise Subscription Agreement, dated July 7, 2008, by and between Parent and Microsoft Licensing, GP.
5. Business Agreement, dated June 30, 2008, by and between Parent and Microsoft Licensing, GP.
6. Select Agreement, dated July 7, 2008, by and between Parent and Microsoft Licensing, GP.

7. Software License Agreement, dated February 10, 2003, by and among MicroStrategy Services Corporation, MicroStrategy Limited and Parent.
8. Software License Agreement, dated May 31, 2001, by and between Oracle Corporation and Parent.
9. Software License Agreement, dated June 29, 2001, by and between Oracle Corporation (as assignee to Siebel Systems, Inc.) and Parent.
10. Software End-User License Agreement, dated March 31, 2003, by and between SAP America, Inc. and Parent.
11. Software License Agreement, dated December 17, 2004, by and between SAS Institute, Inc. and Parent.
12. Amended and Restated UGS Software Corporate License Agreement, dated April 4, 2007, between Parent and UGS Corp.

Joint Venture Agreements

1. All of the agreements establishing the joint ventures that are identified on Section 4.16(a)(ix) of this Sellers' Disclosure Schedule, and in some cases the Laws applicable to such joint ventures, contain provisions under which the execution, delivery and performance by a Seller of this Agreement and the Ancillary Agreements to which a Seller is a party, and the consummation by such Seller of the transactions contemplated hereby and thereby, may, absent consent of the counterparty, create in a counterparty the right to terminate or dissolve the joint venture, to buy such Seller's interest in the joint venture or to effect adversely the governance or management rights of such Seller or to otherwise adversely effect the rights or interests of such Seller regarding the joint venture.
2. All of the joint venture agreements identified on Section 4.16(a)(ix) of this Sellers' Disclosure Schedule, and in some cases the Law applicable to such joint ventures, contain provisions under which a consent, waiver, approval or notification may be required for the consummation by a Seller of the transactions contemplated by this Agreement or by the Ancillary Agreements to which such Seller is a party or the compliance by such Seller with any of the provisions hereof or thereof.

Vehicle Certifications, Approvals, Authorizations and Orders

1. Purchaser will require vehicle certifications, approvals, authorizations and orders from Government Authorities in order to sell new vehicles in the United States and various other countries.

Lease Agreements

1. Lease Agreement, dated October 25, 1999, by and between Halopoff Properties, as landlord, and Argonaut Holdings, Inc. as tenant (17720 Crusader Avenue, Cerritos, California).
2. Ground Lease Agreement, dated September 10, 1997, by and between California Drive-In Theatres, Inc., as landlord, and Argonaut Holdings, Inc., as tenant (2800 N. Bellflower Boulevard, Long Beach, California).

3. Lease Agreement, dated as of October 30, 1998, by and among C&O Properties, Ltd., as landlord, Coggin Saturn, Inc., as tenant, (as subsequently assigned by Coggin Saturn, Inc. to Argonaut, Inc.) S LLC (f/k/a Saturn Corporation), as guarantor (10863 Philips Highway, Jacksonville, Florida).
4. Lease Agreement, dated as of November 1, 1996, by and between Gelb Estate, Inc., as landlord, and Argonaut Holdings, Inc., tenant (2301 Route 22 West, Union, New Jersey).
5. Lease Agreement, dated June 22, 2001, by and between Kurland Realty Co., as landlord, and Parent, as tenant (as subsequently assigned by Parent to Argonaut Holdings, Inc.) (32 Route 304, Nanuet, New York 10954).
6. Lease Agreement, dated as of November 6, 1998, by and among McDavid Grande, L.P. as landlord, and Saturn Retail of North Texas, Inc., as tenant, (as subsequently assigned by Saturn Retail of North Texas, Inc. to Argonaut Holdings, Inc.) and S LLC, f./k./a. Saturn Corporation, as guarantor (1515 S. Stemmons Freeway, Lewisville, Texas).
7. Prime Lease Agreement, dated as of September 28, 2005, by and between George H. Webster, Trustee of the George H. Webster Second Living Trust, dated October 10, 2000, and George H. Webster, Individually, as landlord, and Argonaut Holdings, Inc., as tenant (2601 and 2701 National City Boulevard, National City, California).
8. Lease Agreement, dated September 20, 1996, by and between Marianne McGee and Eileen Kolbasuk, as landlord and Argonaut Holdings, Inc., as tenant (1047 Northern Boulevard, Roslyn, NY).
9. Lease Agreement, dated April 16, 1999, by and between Campbell Automotive Group, Inc., as landlord, and Saturn Retail of South California, Inc., as tenant (as subsequently assigned by Saturn Retail of South Carolina, Inc. to Argonaut Holdings, Inc. (18801 Beach Boulevard, Huntington Beach, CA 92648).
10. Lease dated December 13, 1993 by and between Parent, as landlord, and Oakland Truck Center, Inc., at tenant (8099 South Coliseum Way, Oakland, CA).
11. Lease dated November 1, 2003 by and between the City of Torrance, as landlord, and Argonaut Holdings, Inc., as lessee (2909 Pacific Coast Highway, Torrance, California).

Hotel Management Agreements

1. Management Agreement dated September 23, 1998, between Riverfront Holdings, Inc. as owner, and Detroit Hotel Services LLC, as manager (Marriott Hotel at the Renaissance Center, Detroit, MI).
2. Management Agreement, dated October 22, 1998, between Riverfront Holdings, Inc. as owner, and Courtyard Management Corporation, as manager (Courtyard Marriott Hotel at Millender Center, Detroit, MI).

Liquor Licenses

1. Class C liquor license and SDM License in the name of Riverfront Holdings III, Inc. and issued by the Michigan Liquor Commission, relating to the Wintergarden in the Renaissance Center, Detroit, MI.

2. Class C liquor license and SDM License in the name of Andiamo Riverfront Bistro, LLC and issued by the Michigan Liquor Control Commission, relating to the Andiamo restaurant in the Renaissance Center, Detroit, MI.
3. Class C liquor license and SDM License in the name of Riverfront Holdings, Inc. and Seldom Blues, LLC and issued by the Michigan Liquor Control Commission, relating to the Renaissance Center, Detroit MI.
4. Class C liquor license and SDM License in the name of Coach Insignia LLC as issued by the Michigan Liquor Control Commission, relating to the Renaissance Center, Detroit MI.
5. Hotel B liquor license and SDM License in the name of Riverfront Holdings, Inc. and Detroit Hotel Services, LLC and issued by the Michigan Liquor Control Commission, relating the Marriott Hotel at the renaissance Center, Detroit, MI.
6. Hotel B liquor license and SDM License in the name of Riverfront Holdings, Inc. and Courtyard Management Corporation and issued by the Michigan Liquor Control Commission, relating the Courtyard Marriott Hotel at the Millender Center, Detroit, MI.

Section 4.4

Subsidiaries

Purchased Subsidiary	Jurisdiction of Organization	Ownership By Third Party (%)¹
Foreign Subsidiaries		
Chevrolet Sociedad Anonima de Ahorro para Fines Determinados	Argentina	
General Motors Argentina S.r.l.	Argentina	Suzuki Motor Corporation (0.4%)
Sarmiento 1113 S.A. en Liquidacion	Argentina	
General Motors Australia Ltd.	Australia	
General Motors Investments Pty. Ltd.	Australia	
GM Holden Ltd.	Australia	
General Motors Holden Sales Pty. Limited	Australia	
Holden Employees Superannuation Fund Pty. Ltd.	Australia	
Rhodes Automotive Manufacturing Pty Ltd	Australia	
Automobile Swoboda Alpenstrasse GmbH	Austria	Swoboda Autohandel GmbH (5.0%)
Chevrolet Austria GmbH	Austria	
General Motors Austria GmbH	Austria	
General Motors Powertrain-Austria GmbH	Austria	
General Motors Foreign Sales Corporation	Barbados	
Chevrolet Belgium NV	Belgium	
General Motors Belgium N.V.	Belgium	Barbara A. Lister-Tait (0.01%)
General Motors Coordination Center BVBA	Belgium	
General Motors Investment Services Company N.V.	Belgium	
GM Automotive Services Belgium NV	Belgium	Barbara A. Lister-Tait (0.1%)
General International Insurance Services Limited	Bermuda	
General International Limited	Bermuda	
Funcap-Comercio e Administracao de Bens Moveis e Valores Ltda.	Brazil	
General Motors do Brasil Ltda.	Brazil	Jaime Ardilla (0.00000039%) Jose Carlos Da Silveira Pinheiro Neto (0.00000039%)

Purchased Subsidiary	Jurisdiction of Organization	Ownership By Third Party (%)¹
		Sandra Mariani (0.00000039%)
GM Factoring Sociedade de Fomento Comercial Ltda.	Brazil	Sandra Mariani (0.1%)
2035208 Ontario Inc.	Canada	
2140879 Ontario Inc.	Canada	
3072352 Nova Scotia Company	Canada	
3183795 Nova Scotia ULC	Canada	
3535673 Canada Inc.	Canada	
4259891 Canada Ltd dba HMP on the Mountains	Canada	
4501101 Canada, Inc.	Canada	
6153933 Canada Ltd.	Canada	Other (41.8%)
Bill Osborne Chevrolet Ltd.	Canada	Other (35%)
CAMI	Canada	Suzuki Motor Corporation (49%)
Carrefour 440 Chevrolet Pontiac Buick GMC	Canada	Other (35.7%)
Fudiciere Carrefour 440	Canada	
Fugère Pontiac Buick Inc.	Canada	Other (36.5%)
General Motors Nova Scotia Investments Ltd.	Canada	
General Motors of Canada Limited	Canada	
GM GEFS HOLDINGS (CHC4) ULC	Canada	Other (33.33%)
GM GEFS HOLDINGS CANADA ULC	Canada	
GMCH&SP Private Equity II L.P.	Canada	
GMCH&SP Private Equity L.P.	Canada	
Scott Drummond Motors Ltd.	Canada	Other (27.5%)
1908 Holdings Ltd.	Cayman Islands	
Auto Lease Finance Corporation	Cayman Islands	
GMAC Auto Lease Purchase Corporation	Cayman Islands	
GM International Sales Ltd.	Cayman Islands	
Parkwood Holdings Ltd.	Cayman Islands	
General Motors Chile Industria Automotriz Limitada	Chile	
GM Inversiones Santiago Limitada	Chile	
Delphi Saginaw Lingyun Drive Shaft Co. Ltd	China	Lingyun Industrial Corporation Limited (40%)
General Motors (China) Investment Company Limited	China	
General Motors Warehousing and Trading (Shanghai) Co. Ltd.	China	
Saginaw Lingyun Drive Shaft	China	Hebei Lingyun Industrial group

Purchased Subsidiary	Jurisdiction of Organization	Ownership By Third Party (%)¹
(Wuhu) Co. Ltd		Co., Ltd. (40%)
Saginaw Steering (Suzhou) Co. Ltd.	China	Singapore Holding Company (100%)
General Motors - Colmotores S.A.	Colombia	Shareholders, Local (8.55%) Unknown Owner (7.11%) Suzuki Motor Corporation (2.71%) Itochu Corp. (1.53%)
General Motors del Ecuador S.A.	Ecuador	
HOLDCORP S.A.	Ecuador	
Omnibus BB Transportes, S.A.	Ecuador	Holding Dine S.A. (34.09%) Empronorte Overseas (7.45%) Itochu Latin America (5%) Shatzi L.L.C. (0.75%) Chipper Investments L.L.C. (0.75%) Minida L.L.C. (0.75%)
Chevrolet Finland Oy	Finland	
General Motors Finland Oy	Finland	
Chevrolet France	France	Daewoo Electronics Company (0.02%)
Espace 328 SARL	France	Stoffel, Claude (40%)
General Motors France	France	
Hérouville Motors SARL	France	Devere, Gilbert (15%) Hochet, Olivier (15%) Lefranc, Gerard (15%)
Steering France SAS	France	
Adam Opel GmbH	Germany	
ATK Automotive Technology Kaiserslautern GmbH	Germany	
Autohaus SAAB GmbH	Germany	
Carus Grundstücks- Vermietungsgesellschaft mbH & Co. Objekt Kuno 65 KG	Germany	Carus Grudstucks- Vermietungsgesellschaft (6%)
Carus Grundstücks- Vermietungsgesellschaft mbH & Co. Objekt Leo 40 KG	Germany	Carus Grundstücks- Vermietungsgesellschaft mbH & Co. Objekt Juno 65 KG (6%)
Chevrolet Deutschland GmbH	Germany	
General Motors Powertrain - Germany GmbH	Germany	
General Motors Powertrain - Kaiserslautern Germany GmbH	Germany	
GM Auslandsprojekte GmbH	Germany	
GM Europe GmbH	Germany	

Purchased Subsidiary	Jurisdiction of Organization	Ownership By Third Party (%)¹
Opel Eisenach GmbH	Germany	
Opel Live GmbH	Germany	
Opel Special Vehicles GmbH	Germany	
Opel Wohnbau GmbH	Germany	City of Ruesselsheim (1%)
Rhodes Germany GmbH	Germany	
SAAB Deutschland GmbH	Germany	
General Motors Hellas S.A.	Greece	
General Motors (Hong Kong) Company Limited	Hong Kong	
Chevrolet Southeast Europe Ltd.	Hungary	
General Motors Powertrain - Hungary Ltd.	Hungary	
General Motors Powertrain Ltd.	Hungary	
General Motors Southeast Europe Ltd.	Hungary	
Chevrolet Sales India Private Ltd.	India	
General Motors India Private Limited	India	
General Motors Technical Center India Private Limited	India	
Rhodes India Automotive Private Ltd	India	
P.T. G M AutoWorld Indonesia	Indonesia	Arif Pramadana (0.0004%)
P.T. General Motors Indonesia	Indonesia	
General Motors Ireland	Ireland	
General Motors Israel Ltd.	Israel	
GM-UMI Technology Research and Development Ltd.	Israel	Universal Motors Israel Ltd. (49%)
Aftermarket Italia S.r.l.	Italy	
Caterpillar Logistics SCS	Italy	
Chevrolet Italia S.p.A.	Italy	
General Motors Italia S.r.l.	Italy	
General Motors Powertrain - Europe S.r.l.	Italy	
Rhodes Italy Srl	Italy	
VM Motori S.p.A.	Italy	
General Motors Asia Pacific (Japan) Limited	Japan	
GM AutoWorld Yugen Kaisha	Japan	
GMI Diesel Engineering Limited K.K.	Japan	Isuzu Motors Limited (40%)
Rhodes Japan LLC	Japan	
General Motors East Africa Limited	Kenya	ICDC (20%) ICDCIC (17.8%) Itochu Corp. (4.5%)
Automotive Steering Korea Limited	Korea	
GM Auto World Korea Co.	Korea	

Purchased Subsidiary	Jurisdiction of Organization	Ownership By Third Party (%) ¹
GM Daewoo Auto & Technology Company	Korea	Korea Development Bank (27.97%) Shanghai Automotive Industry Corporation (Group) (9.89%) Suzuki Motor Corporation (11.24%)
GM Korea Co., Ltd.	Korea	
Rhodes Holding I Sarl	Luxembourg	
Rhodes Holding II Sarl	Luxembourg	
Hicom-Chevrolet, Sdn Bhd	Malaysia	DRB-Hicom Berhad (49%)
Cadillac Polanco, S.A. de C.V.	Mexico	
Controladora ACDelco S.A. de C.V.	Mexico	
Controladora General Motors, S.A. de C.V.	Mexico	
General Motors de Mexico, S. de R.L. de C.V.	Mexico	
GMAC Holding S.A. de C.V.	Mexico	
Sistemas para Automotores de Mexico, S. de R.L. de C.V.	Mexico	
Chevrolet Euro Parts Center B.V.	Netherlands	
Chevrolet Nederland B.V.	Netherlands	
EMWE B.V.	Netherlands	Holdingmaatschappij TH. O. Weijerman B.V. (25%)
General Motors Nederland B.V.	Netherlands	
GM Powertrain Holding B.V.	Netherlands	
ISPOL Holding B.V.	Netherlands	Isuzu Motors Limited (40%)
Rhodes Holding Netherlands BV	Netherlands	
General Motors New Zealand Pensions Limited	New Zealand	
Holden New Zealand Limited	New Zealand	
General Motors Norge AS	Norway	
General Motors Peru S.A.	Peru	
General Motors Automobiles Philippines, Inc.	Philippines	Francis M. Burdett (0.00018%) Stephen K. Carlisle (0.00018%) Loreto C. Cruz (0.00018%) Teodoro D. Regala (0.00018%) Stephen Nicholas Small

Purchased Subsidiary	Jurisdiction of Organization	Ownership By Third Party (%) ¹
		(0.00018%)
Chevrolet Poland Sp. z.o.o.	Poland	
General Motors Manufacturing Poland Sp. z.o.o	Poland	
General Motors Poland Spolka, z.o.o.	Poland	
Isuzu Motors Polska Sp. z.o.o	Poland	
Chevrolet Portugal, Lda.	Portugal	
General Motors Portugal Lda.	Portugal	
GM Global Purchasing and Supply Chain Romania Srl	Romania	
General Motors Auto LLC	Russia	
General Motors CIS, LLC	Russia	
General Motors Daewoo Auto Technology CIS, LLC	Russia	
General Motors Asia Pacific (Pte) Ltd.	Singapore	
Steering Holding Pte. Ltd	Singapore	
BOCO (Proprietary) Limited	South Africa	
General Motors South Africa (Pty) Limited	South Africa	
GM Plats (Proprietary) Limited	South Africa	
Chevrolet Espana, S.A.	Spain	
General Motors Automotive Holdings, S.L.	Spain	
General Motors Espana, S.L.	Spain	
General Motors Europe Holdings, S.L.	Spain	
Chevrolet Sverige AB	Sweden	
General Motors Nordiska AB	Sweden	
General Motors Powertrain-Sweden AB	Sweden	
GM Europe Treasury Company AB	Sweden	
GM Worldwide Purchasing Sweden AB	Sweden	
SAAB Automobile AB	Sweden	
SAAB Automobile Investerings AB	Sweden	
Chevrolet Europe GmbH	Switzerland	
Chevrolet Suisse S.A.	Switzerland	
General Motors Europe AG	Switzerland	Michael J. Burns (0.01%) Armin Grond (0.01%) Alexander A. Meile (0.01%)
General Motors Suisse S.A.	Switzerland	Jacques Hansel (0.052%) Dieter Salzmann (0.052%) Armin Stoll (0.052%)

Purchased Subsidiary	Jurisdiction of Organization	Ownership By Third Party (%) ¹
		Hans Rudolf Zeller (0.052%)
GM-SAAB Communication GmbH	Switzerland	Scancars AG (45%)
General Motors Taiwan Ltd.	Taiwan, Province of China	Kung-Chou Chu (0.00000012%) Arne Engel (0.00000012%) Terence B. Johnsson (0.00000012%) Bright Lin (0.00000012%) Jerry Lin (0.00000012%) Barbara A. Lister-Tait (0.00000012%)
Tai Jin International Automotive Distribution Co. Ltd.	Taiwan, Province of China	
General Motors (Thailand) Limited	Thailand	Stephen K. Carlisle (0.0000013%) Kenneth Joseph Cavanaugh (0.0000013%) Raymundo Garza (0.0000013%) Somnuek Ngamtrakulchol (0.0000013%) Stephen Nicholas Small (0.0000013%) Antonio Pantaleon Zara, III (0.0000013%)
Chevrolet Sales (Thailand) Limited	Thailand	
General Motors Powertrain (Thailand) Limited	Thailand	Stephen K. Carlisle (0.0000062%) Kenneth Joseph Cavanaugh (0.0000062%) Raymundo Garza (0.0000062%) Gerry L. Hargrove (0.0000062%) Stephen Nicholas Small (0.0000062%) Antonio Pantaleon Aguila Zara (0.0000062%)
General Motors Southeast Operations Limited	Thailand	
Chevrolet Türkiye Otomotive Limited Sirketi	Turkey	
General Motors Türkiye Limited Sirketi	Turkey	
Rhodes Otomotive Sanayi ve Ticaret Limited Sirketi	Turkey	
General Motors Africa and Middle East FZE	United Arab Emirates	

Purchased Subsidiary	Jurisdiction of Organization	Ownership By Third Party (%)¹
06 Ormskirk Limited	United Kingdom	John Dickson (17.97%) and Paul Byron (14.7%)
Aftermarket UK Limited	United Kingdom	
Approach (UK) Limited	United Kingdom	Louis Alan Preston (6.39%)
Baker (Crewe) Limited	United Kingdom	Baker Holdings Limited (34.74%)
Baylis (Gloucester) Limited	United Kingdom	Michael Baylis (6.49%)
Berse Road (No. 1) Limited	United Kingdom	
Berse Road (No. 2) Limited	United Kingdom	
Chevrolet UK Limited Ltd.	United Kingdom	
General Motors Limited	United Kingdom	
General Motors UK Limited	United Kingdom	
Global Tooling Service Company Europe Limited	United Kingdom	
GM (UK) Pension Trustees Limited	United Kingdom	
GM (UK) Unclassified Pension Trustees Limited	United Kingdom	
GM Automotive UK	United Kingdom	
GM Daewoo UK Limited	United Kingdom	
GM Purchasing Vauxhall UK Limited	United Kingdom	
GM Retirees Pension Trustees Limited	United Kingdom	
GPSC UK Limited	United Kingdom	
H.S.H. Limited	United Kingdom	Baylis (Gloucester) Limited (100%)
Haines & Storage	United Kingdom	Baylis (Gloucester) Limited (100%)
IBC Pension Trustees Limited	United Kingdom	
IBC Vehicles (Distribution) Limited	United Kingdom	Gregory Constantine Nicolaides (0.001%)
IBC Vehicles Limited	United Kingdom	
Jeffery (Wandsworth) Limited	United Kingdom	Phillip Jeffery (19.7%)
Lange (West End) Limited	United Kingdom	Paul Lange (49.06%)
Millbrook Pension Management Limited	United Kingdom	
Millbrook Proving Ground Limited	United Kingdom	
Motors Directors Limited	United Kingdom	
Motors Investments (Caernarfon) Limited	United Kingdom	
Motors Properties Limited	United Kingdom	
Motors Secretaries Limited	United Kingdom	
Pearl (Crawley) Limited	United Kingdom	Edward Shepherd (8.88%) Peter Stevens (8.88%)
Promark Global Advisors Limited	United Kingdom	
Promark Investment Trustees Limited	United Kingdom	
Rumble (Bedworth) Limited	United Kingdom	Martin Rumble (17.12%)

Purchased Subsidiary	Jurisdiction of Organization	Ownership By Third Party (%) ¹
SAAB City Limited	United Kingdom	
SAAB GB Pension Plan Trustees Company Limited	United Kingdom	
SAAB Great Britain Limited	United Kingdom	
SB (Helston) Limited	United Kingdom	Ian Buse and Saunders (20.63% each)
Sherwoods (Darlington) Limited	United Kingdom	Alastair MacConachie (22.12%)
Skurrays Limited	United Kingdom	Nicholas Stephen Plevey (21.06%) Nigel Patrick Harvey (5.26%)
Southern (Merthyr) Limited	United Kingdom	Ann Morgan (36.16%)
Vauxhall Motors Limited	United Kingdom	
Vauxhall Powertrain Limited	United Kingdom	
VHC Sub-Holdings (UK)	United Kingdom	
Vickers (Lakeside) Limited	United Kingdom	Bruce Norris Vickers (25%)
Vision Motors Limited	United Kingdom	Tim Pickering (25%)
Whitmore's of Edenbridge Limited	United Kingdom	Jeremy Whitmore (15%)
Wilson & co. (Motor Sales) Limited	United Kingdom	Robin Wilson (43.71%)
General Motors Uruguay, S.A.	Uruguay	
General Motors Powertrain - Uzbekistan CJSC	Uzbekistan	JSC Uzavtosanoat (48%)
General Motors Uzbekistan	Uzbekistan	JSC Uzavtosanoat (24.16%)
General Motors Venezolana, C.A.	Venezuela	
Sistemas de Compra Programada Chevrolet, C.A.	Venezuela	
Vietnam-Daewoo Motor Co., Ltd	Vietnam	
Domestic Subsidiaries		
Advantage Chevrolet of Bolingbrook, Inc.	Delaware	Other (25%)
Annunciata Corporation	Delaware	
Argonaut Holdings, Inc.	Delaware	
Athens Chevrolet, Inc.	Delaware	Other (23%)
Britain Chevrolet, Inc.	Delaware	Other (25%)
Buick Pontiac GMC of Moosic, Inc.	Delaware	Other (17%)
Carve-Out Ownership Cooperative LLC	Delaware	
Champion Chevrolet, Pontiac, Buick, Inc.	Delaware	Other (29%)
Chevrolet of Novato, Inc.	Delaware	Other (25%)
Coach Insignia LLC	Michigan	Other (33%)
Cole Buick Pontiac GMC		
Curt Warner Chevrolet, Inc.	Delaware	Other (22%)

Purchased Subsidiary	Jurisdiction of Organization	Ownership By Third Party (%)¹
Danny Beck Chevrolet, Inc.	Delaware	Other (18%)
Dealership Liquidations, Inc.	Delaware	
Delphi Energy and Engine Management Systems UK Overseas Corporation	Delaware	
Desert Sun Roswell, Inc.	Delaware	Other (25%)
Dinuba Auto Center, Inc.	Delaware	Other (18%)
DMAX, Ltd.	Ohio	Other (40%)
Fredericktown Chevrolet Company, Inc.	Delaware	Other (16%)
Friendly Motors, Inc.	Delaware	
Galleria Chevrolet-Cadillac, Inc.	Delaware	
Gateway Chevrolet Motor Company	Delaware	
GEMA Automotive, Inc.	Delaware	Other (23%)
General Motors Asia Pacific Holdings, LLC	Delaware	
General Motors Asia, Inc.	Delaware	
General Motors China, Inc.	Delaware	
General Motors Foundation, Inc.	Michigan	
General Motors Global Service Operations, Inc.	Delaware	
General Motors International Holdings, Inc.	Delaware	
General Motors Korea, Inc.	Delaware	
General Motors MNS Center, LLC		
General Motors Overseas Commercial Vehicle Corporation	Delaware	
General Motors Overseas Corporation	Delaware	
General Motors Overseas Distribution Corporation	Delaware	
General Motors Product Services, Inc.	Delaware	
General Motors Research Corporation	Delaware	
General Motors Thailand Investments, LLC	Delaware	
General Motors U.S. Trading Corp.	Nevada	
General Sales Company of West Chester, Inc.	Delaware	Other (38%)
GM APO Holdings, LLC	Delaware	
GM Car Company LLC	Delaware	
GM Components Holdings, LLC	Delaware	
GM-Di Leasing Corporation	Delaware	
GM Eurometals, Inc.	Delaware	
GM Finance Co. Holdings LLC	Delaware	

Purchased Subsidiary	Jurisdiction of Organization	Ownership By Third Party (%)¹
GM GEFS L.P.	Nevada	
GM Global Steering Holdings, LLC	Delaware	
GM Global Technology Operations, Inc.	Delaware	
GM Global Tooling Company, Inc.	Delaware	
GM LAAM Holdings, LLC	Delaware	
GM Overseas Funding, LLC	Delaware	
GM Personnel Services, Inc.	Delaware	
GM Preferred Finance Co. Holdings LLC	Delaware	
GM Preferred Receivables LLC	Delaware	
GM Subsystems Manufacturing, LLC	Delaware	
GM Supplier Receivables LLC	Delaware	
GM Technologies, LLC	Delaware	
GM Warranty LLC	Delaware	
GMAC Common Equity Trust I ³	Delaware	
GMEH Holding, LLC	Delaware	
GMETR Trade Receivables LLC	Delaware	
GMOC Administrative Services Corporation	Delaware	
GMODC Receivables Funding LLC	Delaware	
GMODC Trade Receivables LLC	Delaware	
Grand Pointe Holdings, Inc.	Michigan	
Joe Morgan Chevrolet-Cadillac, Inc.	Delaware	Other (35%)
JS Folsom Automotive, Inc.	Delaware	Other (38%)
Koneyren, Inc.	Michigan	
Las Cruces Automotive Group, Inc.	Delaware	Other (18%)
LBK, LLC	Delaware	
Lease Ownership Cooperative LLC	Delaware	
Lidlington Engineering Company, Ltd.	Delaware	
Mangino Chevrolet, Inc.	Delaware	Other (18%)
Metal Casting Technology, Inc.	Delaware	Other (49%)
Milton Chevrolet, Inc. (Sobh-Locklear Chevrolet)	Delaware	Other (26%)
Monetization of Carve-Out, LLC	Delaware	
Moran Cadillac-GMC, Inc.	Delaware	Other (23%)
Moran-Chevrolet, Inc.	Delaware	Other (23%)
Morris Pontiac-GMC, Inc.	Delaware	Other (29%)
Motors Holding San Fernando Valley, Inc.	Delaware	
Multi-Use Lease Entity Trust	Delaware	
North American New Cars, Inc.		

Purchased Subsidiary	Jurisdiction of Organization	Ownership By Third Party (%)¹
OnStar Global Services Corporation	Delaware	
OnStar, LLC	Delaware	
PIMS Co.	Delaware	
Project Rhodes Holding Corporation	Delaware	
Promark Global Advisors, Inc.	Delaware	
Promark Investment Advisors, Inc.	Delaware	
Promark Real Estate Advisors, LLC	Delaware	
Promark Trust Bank, N.A.	New York	
Renaissance Center Management Company	Michigan	
Renaissance Center Management Company	Delaware	
Renton Cadillac Pontiac GMC, Inc.	Delaware	Other (19%)
Rhodes I, LLC ²	Michigan	
Rhodes II, LLC ²	Michigan	
Riverfront Holdings II, Inc.	Delaware	
Riverfront Holdings Phase II, Inc.	Delaware	
Riverfront Holdings, Inc.	Delaware	
San Patricio Automotive Group, Inc.	Delaware	Other (34%)
Saturn County Bond Corporation	Delaware	
Slaughter Motor Company, Inc.	Delaware	Other (16%)
Smokey Point Buick Pontiac GMC, Inc.	Delaware	Other (28%)
Steering Solutions Corporation	Delaware	
Steering Solutions Expat Holding Corporation	Delaware	
Steering Solutions IP Holding Corporation	Delaware	
Steering Solutions Services Corporations	Delaware	
Superior Chevrolet, Inc.	Delaware	Other (16%)
Taft Automotive, Inc.	Delaware	Other (30%)
The DeCuir Group, Inc.	Delaware	Other (26%)
Todd Wenzel Chevrolet, Inc.	Delaware	Other (20%)
Trimarco Pontiac-Buick-GMC, Inc. (Gary Trimarco Automotive)	Delaware	Other (22%)
Truck and Bus Engineering U.K., Limited	Delaware	
Vehicle Asset Universal Leasing Trust	Delaware	
Vence Lone Star Motors, Inc.	Delaware	
VM North America, Inc.	Delaware	
WRE, Inc.	Michigan	

¹ Unless otherwise indicated in this column, Parent and its direct or indirect Subsidiaries have a

Purchased Subsidiary	Jurisdiction of Organization	Ownership By Third Party (%)¹
100% ownership interest in the Purchased Subsidiaries.		
² This entity is not yet owned by Parent, but will be owned by Parent prior to closing.		

1. Pursuant to the Revolving Credit Agreement, Parent has pledged its Equity Interest in Controladora General Motors, S.A. de C.V. to the lenders thereunder.
2. Pursuant to the UST Credit Facilities, Parent and certain of its Subsidiaries have pledged their Equity Interests in various direct and indirect Subsidiaries of Parent to Sponsor.

Section 4.5

Reports and Financial Statements; Internal Controls

None.

Section 4.6

Absence of Certain Changes and Events

1. Sellers have engaged in a process of reviewing, renegotiating, extending and terminating, as applicable, arrangements with its suppliers in furtherance of the Viability Plans and its efforts to reorganize as part of the Bankruptcy Cases.
2. Sellers have engaged in a process of reviewing, renegotiating, extending and terminating, as applicable, arrangements with dealers and other customers in furtherance of the Viability Plans and its efforts to reorganize as part of the Bankruptcy Cases.
3. Parent, or its Subsidiaries, have transferred Equity Interests in connection with the restructuring activities listed in the items set forth under the heading "Reorganizations" on Section 6.2 of this Sellers' Disclosure Schedule and have taken other actions in connection with such restructuring activities in order to begin the implementation of the transactions contemplated thereby. These activities, and actions already taken, include, among other things, (i) the contribution of certain European Subsidiaries of Parent to Adam Opel GmbH ("AOG"), (ii) the settlement of certain intercompany loan balances and (iii) the transfer of 65% of the issued shares of AOG to a German law limited partnership, to be held in trust for the benefit of Parent and the German government pending the completion of an investment in the Parent's European business by a third party or the occurrence of other specified events.
4. Parent, through one or more of its Subsidiaries, is in the process of acquiring an Equity Interest in the following proposed joint ventures: (i) FAW-GM Light Duty Commercial Vehicle Company Limited and (ii) Shanghai OnStar Telematics Company Ltd.
5. Parent, through one or more of its Subsidiaries, is in the process of transferring its Equity Interests in Fiat-GMPowertrain Polska JV to another direct or indirect Subsidiary of Parent.
6. Parent has taken certain actions in connection with the matters described under the heading "Divestitures" on Section 6.2 of this Sellers' Disclosure Schedule.
7. Parent is in the process of winding down GMI Diesel Engineering Limited, a joint venture with Isuzu Motors Limited.
8. *Employee Benefits/Severance:*
 - Sellers and its Subsidiaries have terminated employees and made severance or termination payments in respect thereof, in furtherance of the Viability Plans.
 - Steven Harris, Vice President, Communications, was awarded a scheduled pay increase as of January 1, 2009.
 - GM Executive Severance Program was adopted after discussion with Sponsor.
 - Salaried Downtime Paid Absence Policy was adopted after discussion with Sponsor.
 - Various other employee benefit plans and programs were adjusted downward.
9. *Capital Expenditures:*
 - Parent has initiated a total of 94 programs (58 Vehicle programs consisting of 38 cars, 7 trucks, 12 crossovers and 1 plant expansion as well as 36 Powertrain programs for engines, transmissions and advanced propulsion

systems to address fuel economy and emission improvements) which could result in aggregate capital expenditures in excess of \$100,000,000 in a single program or in the aggregate across several related programs.

- GM Daewoo Auto & Technology Company has incurred capital expenditures in excess of \$100,000,000 in the aggregate.
 - Parent's Indian Subsidiaries have incurred, and have issued purchase orders with respect to, capital expenditures that will exceed \$100,000,000 in the aggregate.
10. On January 16, 2009, Parent and Sponsor entered into that certain Loan and Security Agreement pursuant to which Parent incurred certain Indebtedness and in connection therewith pledged certain of its assets.
 11. General Motors Belgium N.V. entered into a Collective Bargaining Agreement with the following unions: ACV, ABVV and ACLVB.
 12. In February 2009, GM International Sales Ltd. acquired from SAAB Automobile AB all of the Equity Interests of GM Europe Treasury Company AB.
 13. General Motors Venezolana CA ("GMV") has been experiencing delays in obtaining foreign currency, primarily U.S. dollars, from the Venezuela Governmental Authority "CADIVI" responsible for managing foreign exchange controls. This situation has resulted in GMV's inability to pay Parent, other Parent entities and external foreign suppliers on a timely basis.
 14. GM Holden Limited renewed its loan with GM European Treasury Corporation AB for \$300 million, which is secured by a security interest over the substantial part of its assets. This security interest may become a second priority security interest if GM Holden Limited obtains the loan described under the heading "Indebtedness" on Section 6.2 of this Sellers' Disclosure Schedule.
 15. Sellers have taken actions prior to the date hereof to effectuate the Nova Scotia Settlement (as defined in Section 6.2 of this Sellers' Disclosure Schedule).
 16. Sellers entered into Customer Warranty Program commitments in connection with Amendment No. 4, dated May 27, 2009, to the Loan and Security Agreement, dated as of December 31, 2008, between Parent, as borrower, and Sponsor, as the lender.
 17. Sellers entered into Supplier Program commitments in connection with that certain Credit Agreement, dated as of April 3, 2009, between GM Supplier Receivables LLC, as borrower, and the Sponsor, as the lender.
 18. GMCL has sold to 1908 Holdings Ltd., a wholly-owned Subsidiary of GMCL, receivables from Parent in excess of \$100,000,000 in the aggregate.
 19. Sellers and their Subsidiaries, with the consent of Sponsor, have entered into early settlement on a number of derivative transactions/commitments with counterparties for approximately \$600 million.
 20. Parent and El-Mo Leasing II Corporation have executed restructuring transactions in which El-Mo has exited the structure in exchange for a one-time payment to the headlessors of \$55 million. Substantially all of the remaining cash was dividended to Parent.
 21. Parent entered into agreements with Morgan Stanley and Banc of America Securities LLC, as lead dealer-managers, that, in the event of a successful bond exchange, would require that fees in excess of \$100 million be paid to the dealer-manager group. The bond exchange has been terminated.

22. GM Components Holdings, LLC ("GMCH") and Parent have entered into a definitive agreement with Delphi Corporation ("Delphi") and an Affiliate of Platinum Equity ("Platinum") pursuant to which (i) GMCH agreed to acquire certain assets and UAW sites of Delphi and to assume certain Delphi liabilities, (ii) Platinum and Parent jointly agreed to invest in a newly formed limited liability company ("New Delphi") which would acquire most of the ongoing Delphi business, and (iii) the remaining assets and liabilities would be retained by Delphi. Parent also agreed to provide certain equity and long-term debt commitments to New Delphi, and further agreed to provide interim financing to Delphi and waive certain pre-existing claims. Similarly, Platinum agreed to certain equity and debt commitments and to pay a termination fee to Parent in the event that Platinum were to fail to consummate the proposed transactions. The transactions are expected to close in the 3rd quarter, subject to customary terms and conditions and to the approval of the bankruptcy court presiding over the chapter 11 proceedings of Delphi.
23. Parent, with Sponsor's consent, amended its salaried and executive plans to facilitate headcount reductions required by the Viability Plans.
24. Prior to the date of the Agreement, Sponsor consented to various other actions taken by Sellers and their Subsidiaries.
25. Parent, with Sponsor's consent, negotiated with non-UAW Unions.

Section 4.7

Title to and Sufficiency of Assets

None.

Section 4.8

Compliance with Laws; Permits

None.

Section 4.9

Environmental Laws

None.

Section 4.10(a)

Employee Benefit Plans

Benefit Plans for Hourly Employees

1. General Motors Hourly-Rate Pension Plan
2. General Motors Personal Savings Plan for Hourly-Rate Employees in the United States

Supplemental Agreements Between UAW and GM

3. General Motors Life and Disability Benefits Program for Hourly Employees
4. General Motors Health Care Program for Hourly Employees
5. General Motors Supplemental Unemployment Benefit Plan
6. General Motors Profit Sharing Plan for Hourly-Rate Employees in the United States
7. UAW-GM Legal Services Plan for UAW Represented Hourly Employees of General Motors in the United States
8. General Motors Dependent Care Reimbursement Plan for UAW Represented Hourly Employees in the United States
9. General Motors Health Care Spending Account Plan for Entry Level Employees
10. Guaranteed Income Stream Benefit Program (UAW)
11. Dependent Scholarship Program for Hourly Employees in the United States
12. Tuition Assistance Program for Hourly Employees in the United States

Supplemental Agreements Between IUE and GM

13. General Motors Life and Disability Benefits Program for Hourly Employees
14. General Motors Health Care Program for Hourly Employees
15. General Motors Supplemental Unemployment Benefit Plan
16. General Motors Profit Sharing Plan for Hourly-Rate Employees in the United States
17. General Motors Legal Services Plan for IUE-CAW Hourly Employees in the United States
18. General Motors Dependent Care Reimbursement Plan Hourly-Rate Employees in the United States
19. Guaranteed Income Stream Benefit Program (IUE)
20. Dependent Scholarship Program for Hourly Employees in the United States
21. Tuition Assistance Program for Hourly Employees in the United States

Supplemental Agreements Between IAM/PMD and GM

22. General Motors Life and Disability Benefits Program for Hourly Employees
23. General Motors Health Care Program for Hourly Employees
24. General Motors Supplemental Unemployment Benefit Plan
25. General Motors Profit Sharing Plan for Hourly-Rate Employees in the United States
26. General Motors Dependent Care Reimbursement Plan for IAM/PMD Represented Hourly Employees in the United States

27. Dependent Scholarship Program for Hourly Employees in the United States
28. Tuition Assistance Program for Hourly Employees in the United States
29. Guaranteed Income Stream Benefit Program (IAM/PMD)

Supplemental Agreements Between Various Splinter Unions and GM

30. General Motors Life and Disability Benefits Program for Hourly Employees
31. General Motors Health Care Program for Hourly Employees
32. General Motors Profit Sharing Plan for Hourly-Rate Employees in the United States
33. General Motors Income Security Plan for Hourly-Rate Employees
34. Dependent Scholarship Program for Hourly Employees in the United States
35. Tuition Assistance Program for Hourly Employees in the United States

Benefit Plans For Salaried Employees

36. General Motors Retirement Program for Salaried Employees in the United States
37. General Motors Executive Retirement Plan
38. General Motors Savings-Stock Purchase Program for Salaried Employees in the United States
39. General Motors Salaried Health Care Program
40. General Motors Corporation Health Care Reimbursement Plan for Salaried Employees in the United States
41. General Motors Corporation Dependent Care Reimbursement Plan for Salaried Employees in the United States
42. General Motors Flexible Compensation Program for Salaried Employees in the United States
43. General Motors Life and Disability Benefits Program for Salaried Employees in the United States
44. General Motors Long-Term Care Program for Salaried Employees
45. Executive Supplemental Disability Income Protection Program
46. General Motors Severance Program for Salaried Employees in the United States
47. General Motors Executive Severance Program for Salaried Employees in the United States
48. International Service Personnel Program
49. Permanently International Mobile Staff (PIMS) Employees Individual Account Retirement Plan
50. Dependent Scholarship Program for Salaried Employees in the United States
51. Tuition Assistance Program for Salaried Employees in the United States

Other Benefit and Compensation Plans and Policies

52. General Motors 1997 Stock Incentive Plan
53. General Motors 2002 Stock Incentive Plan
54. General Motors 2002 Annual Incentive Plan
55. General Motors 2007 Annual Incentive Plan
56. General Motors 2002 Long-Term Incentive Plan
57. General Motors Corporation 2007 Long-Term Incentive Plan

58. General Motors Deferred Compensation Plan for Executive Employees
59. Individual Nonqualified Deferred Compensation Arrangements
60. Amended General Motors Corporation 2006 Cash-Based Restricted Stock Unit Plan
61. General Motors Corporation 2007 Cash-Based Restricted Stock Unit Plan
62. General Motors Corporation Compensation Plan for Non-Employee Directors
63. General Motors Corporation Non-Employee Directors Long-Term Stock Incentive Plan
64. General Motors Corporation 2007 Global Incentive Plan
65. General Motors Corporation 1998 Stock Option Plan as Amended January 1, 2003
66. General Motors Enhanced Variable Pay Plan for Eligible Salaried Employees in North America (Effective November 30, 2000 as amended December 1, 2007)
67. General Motors Executive Split Dollar Endorsement Plan
68. Personal Umbrella Liability Insurance Program
69. Senior Executive Financial Counseling Program
70. 401(k) Savings Plan Investment Advice Tool (Financial Engines)
71. Financial Planning Option (Ayco)
72. Health Savings Account (Bank of America)
73. Utility Patent Filing Award
74. Defensive Publication Award
75. Tool/Method Award
76. Usage Award
77. "Boss Kettering" Award Program
78. Executive Employee Physicals
79. Work Life Plus Program
80. Adoption Assistance Plan for Salaried Employees
81. Salaried Policies (including, but not limited to leaves, Mutual Separation Policy (MSP), expense reimbursement, relocation, vacation, service awards)
82. Mutual Separation Policy for Executive Employees
83. Senior Management Vehicle Program
84. Product Evaluation Program
85. Work Related Travel Policy
86. New Vehicle Employee Discount Program
87. Company Owned Vehicle Discount Program
88. Supplemental Life Benefits Plan
89. Supplemental Group Life Insurance Plan
90. Quality Network Suggestion Plan
91. Work/Family Employee Assistance Program
92. *Parent participates (contributes) to the following multi-employer plans:*
 - Screen Actors Guild-- Producers Pension Plan for Motion Picture Actors
 - Screen Actors Guild-- Producers Health Plan for Motion Picture Actors
 - AFTRA Health and Retirement Funds
 - AFTRA Industrial Account Plan
 - AFTRA Industry Cooperative Fund
 - Industry Advancement and Cooperative Fund (IACF)
93. Settlement Release with Andrew Pope, Severance (05/01/09)
94. Termination Agreement with Robert Sheipe
95. Settlement Release with Michael Younes, Severance (04/01/09)

96. Settlement Release with Janet Newcomb, Severance (11/01/07)
97. Settlement Release with Florentin Blejdea, Severance (05/07/09)
98. Contracts and arrangements identified on Section 4.10(h) of this Sellers' Disclosure Schedule (subject to discussion with Sponsor)

Purchased Subsidiary Plans

99. The table "General Motors - Global Inventory - Master File" included at the end of this Section 4.10(a) of this Sellers' Disclosure Schedule is incorporated by reference herein and hereby made a part of this Section 4.10(a) of this Sellers' Disclosure Schedule. (Subject to discussion with Sponsor.)
100. Advantage Chevrolet of Bolingbrook, Inc. 401(k) Plan and Pension Plan
101. Las Cruces Automotive Group, Inc. 401(k) Plan
102. Britain Chevrolet, Inc. 401(k) Plan
103. Renton Cadillac Pontiac GMC, Inc. 401(k) Plan
104. Buick Pontiac GMC of Moosic, Inc. 401(k) Plan
105. Champion Chevrolet, Pontiac, Buick, Inc. 401(k) Plan
106. Curt Warner Chevrolet, Inc. 401(k) Plan
107. Desert Sun Roswell, Inc. 401(k) Plan
108. Dinuba Auto Center, Inc. 401(k) Plan
109. Galleria Chevrolet-Cadillac, Inc. 401(k) Plan
110. Trimarco Pontiac-Buick-GMC, Inc. 401(k) Plan
111. GEMA Automotive, Inc. 401(k) Plan
112. General Sales Company of West Chester, Inc. 401(k) Plan
113. JS Folsom Automotive, Inc. 401(k) Plan
114. Mangino Chevrolet, Inc. 401(k) Plan
115. Morris Pontiac-GMC, Inc. 401(k) Plan
116. Chevrolet of Novato, Inc. 401(k) Plan
117. Slaughter Motor Company, Inc. 401(k) Plan
118. Smokey Point Buick Pontiac GMC, Inc. 401(k) Plan
119. Milton Chevrolet, Inc. 401(k) Plan
120. Superior Chevrolet, Inc. 401(k) Plan and Pension Plan
121. Todd Wenzel Chevrolet, Inc. 401(k) Plan
122. San Fernando Valley Automotive, LLC 401(k) Plan

Trusts

123. General Motors - UAW Layoff Benefit Trust 38-6039966
124. General Motors - IUE Welfare Benefit Trust 38-6039965
125. General Motors Savings Plans Master Trust 04-3259743
126. First Plaza Group Trust II 26-6389533
127. General Motors Welfare Benefit Trust 04-3400339
128. General Motors Salaried Employees Pension Trust 13-6369844
129. General Motors Salaried Employees Pension Trust 25-6388249
130. GMAM Group Pension Trust I 01-0719298
131. GMAM Group Pension Trust II 02-0615827
132. GMAM Investment Funds Trust 13-3160892

133. GMAM Investment Funds Trust II 01-6231432
134. White Plaza Group Trust 11-3317084
135. First Plaza Group Trust 25-6295264
136. Third Plaza Trust 25-6360552
137. Fourth Plaza Trust 25-6360553
138. General Motors Hourly Rate Employees Pension Trust 13-6369845
139. General Motors Hourly-Rate Employees Pension Trust 25-6013833

Necessary Reductions under Salaried, Executive, and non-UAW Hourly Plans

Purchaser's obligations to assume benefit plans and to maintain compensation and benefits for one year contemplate the aggregate reduction of the total benefit obligations under Assumed Plans related to Salaried Retiree Life Insurance, Salaried Retiree Health Care, Salaried Non-Qualified Pension, Executive Retiree Life Insurance and hourly (non-UAW) Life Insurance and Health Care plans by approximately two-thirds, as compared to the obligations of Parent as determined as of 12/31/08.

The changes in salaried retiree benefits being implemented for achieving this are identified as follows:

- Retiree Basic Life Insurance for salaried classified and executive retirees reduced to \$10,000 effective the first of the month following the Closing Date;
- Retiree Basic Life Insurance for active salaried classified and executive upon their retirement reduced to 50% of base salary;
- Additional salaried retiree co-pays and contributions required for health care plans, effective 1/10. Retiree cost share increases to approximately 45%. No coverage at age 65;
- 10% reduction in accrued ERP benefits as of the date of the close for active employees;
- The current temporary 10% ERP reduction for existing retirees with a combined qualified and nonqualified benefit equal to or less than \$100,000 shall become permanent; no additional non-qualified pension reductions shall be made for these retirees;
- A reduction of 2/3 of the ERP amount above the combined qualified and nonqualified benefit greater than \$100,000 will be implemented as of the first of the month following the Closing Date; and
- Executive Life Insurance will be cancelled in retirement for all current and future retirees effective the first of the month following the Closing Date.

Health care and life insurance coverage for non-UAW hourly retirees, if provided at all, are intended to match benefit levels provided salaried retirees. Changes affecting non-UAW hourly retirees are identified in Section 6.17(m) of the Agreement or the related sections of this Sellers' Disclosure Schedule.

General Motors - Global Inventory - - Master File			
Country	Entity	Plan Type	Plan Name
DB U.S. GAAP Valuations			
United States	U.S.	Defined benefit	General Motors Retirement Program for Salaried Employees
United States	U.S.	Defined benefit	United States Executive Retirement Plan (ERP)
Canada	Canada	Defined benefit	General Motors Canadian Hourly-Rate Employees Pension Plan
Canada	Canada	Defined benefit	General Motors Canadian Retirement Program for Salaried Employees
Germany	Germany-5e4	Defined benefit	Opel Altersversorgung
UK	UK-5J8	Defined Benefit	Vauxhall Motors Ltd Pension Plan
Australia	Australia-000	Defined benefit	Holden Employees Superannuation Fund (HESF)
Germany	Germany-5j3	Defined Benefit	Germany Powertrain (Opel Altersversorgung)
UK	UK-5J8	Defined Benefit	IBC Vehicles Pension Plan
Belgium	Belgium-5G7	Defined Benefit	Retirement Plan for Salaried and Hourly Employees of Opel Belgium
UK	UK-5J8	Defined Benefit	General Motors Retirees Pension Plan
Sweden	Sweden-5e3	Defined Benefit	ITP 2 Salaried Employeeed Sweden Saab
Switzerland	Switzerland-552	Defined Benefit	Personel Welfare Foundation of General Motors Companies of Switzerland
Netherlands	Netherlands-5f4	Defined Benefit	Pensioenreglement van General Motors Corporation Netherlands
UK	UK-5J8	Defined Benefit	Millbrook Pension Plan
UK	UK-5J8	Defined Benefit	Saab GB Pension Plan
Mexico	Mexico	Defined benefit	Voluntary Retirement Plan for Salaried Personnel Pension Plan
South Africa	South Africa-000	Defined benefit	General Motors South Africa Pension Fund
UK	UK-5J8	Defined Benefit	Vauxhall and Associated Companies Pension Fund

Germany	Germany-000	Defined Benefit	Catepillar JV (Opel Altersversorgung)
Austria	Austria-5J2	Defined Benefit	Pension Plan (Alters, Arbeitsunfähigkeits und Hinterbliebenen) Powertrain
Canada	Canada	Defined benefit	Canadian Executive Retirement Plan
Germany	Germany-5j5	Defined Benefit	Germany Powertrain Kaiserslautern (Opel Altersversorgung)
Germany	Germany-5g5	Defined Benefit	Adam Opel JVs (Opel Altersversorgung)
Portugal	Portugal-5G0	Defined Benefit	Pension Supplement Plan
Mexico	Mexico	Defined benefit	Seniority Premium
Austria	Austria-5H3	Defined Benefit	Pension Plan (Alters, Arbeitsunfähigkeits und Hinterbliebenen Plan für Dienstnehmer der Opel Austria) GM Austria
Sweden	Sweden- 5J1	Defined Benefit	ITP 2 Salaried Employee, GM Powertrain Swedern AB
Colombia	Colombia-000	Defined benefit	Defined benefit plan Union Contract benefit
South Africa	South Africa-000	Defined benefit	General Motors South Africa Executive Provident Fund
Venezuela	Venezuela-000	Defined benefit	Clause 29 of the Collective Agreement for the Workers of GM Venezuela
Dubai	Dubai- RMO	Defined benefit	Defined benefit plan (EOS)
Ecuador	Ecuador-OBG	Defined benefit	Retirement Program
Ecuador	Ecuador-GME	Defined benefit	Retirement Program
India	India	Defined benefit	General Motors India Ltd Employees' Group Gratuity cum Life assurance Scheme
Canada	Canada	Defined benefit	Canadian Excess Plan
Canada	Canada	Defined benefit	Canadian Supplemental Executive Retirement Plan
United States	U.S.	Defined benefit	United States Benefit Equalization Plan
Mexico	Mexico	Defined	Voluntary Retirement Hourly

		benefit	
Dubai	Dubai- MEDC	Defined benefit	Defined benefit plan (EOS)
Non-U.S. GAAP Valuations			
Norway	Norway-513	Defined benefit	Regulation of the Pension Plan 3248
Ireland	Ireland- 5F2	Defined Benefit	Opel (Ireland) Limited Pension Plan
New Zealand	New Zealand	Defined benefit	Holden New Zealand Pension Plan
Norway	Norway-513	Defined benefit	Regulation of the Pension Plan 21467
Norway	Norway-513	Defined benefit	Regulation of the pension plan 26370
Small DB Plans - Not Consolidated			
France	GM Strasbourg	Defined benefit	Retirement bonus paid as a lump sum upon employment contract termination
Egypt	Egypt-000	Defined benefit	Retirement Plan
Turkey	Turkey-567	Defined Benefit	Retirement Pay Provision (Based on the requirement in local legislation in Turkey)
Philippines	The Philippines	Defined Benefit	Retirement Plan
Indonesia	Indonesia	Defined benefit	Postemployment benefit Based on Labour Law No. 13 and CR.
Taiwan	Taiwan	Defined Benefit	Old Statutory Pension Plan (prior to July 1, 2005) under Labour Standards Law (LSL)
Sweden	Sweden-5e3	Defined Benefit	SPR (Pension plan took over from former owner Saab-Scania)
Sweden	Sweden- 5J1	Defined Benefit	CEO-plan GM Powertrain Sweden AB
China JV	China JV- SGMW	Defined Benefit	Early Retirement Benefit Plan (SGMW ONLY)
Greece	Greece-5H2	Defined Benefit	GROUP PENSION PLAN
France - (Sales SC)	France-5F5	Defined benefit	Additional pension scheme topping up the Social Security and Government complementary Arrco+Agirc pensions
Denmark	Denmark-514	Defined Benefit	6529-0 Tilsagnsordning AP Pension

DB Plan currently accounted for as DC			
Kenya	Kenya-000	Defined benefit	GM East Africa Staff Retirement Benefits Scheme
OPEB Plans			
United States	U.S.	Other post retirement benefit plan	The General Motors Defined Contribution Retiree Health Benefit Trust (Independent VEBA)
OPEB Plans - Employee Pay All			
DC Plans			
Sweden	Sweden-5e3	Defined Contribution	Defined Contribution
Korea	Korea-GMDAT	Defined Contribution	Personal Pension Insurance
France	GM Strasbourg	Defined Contribution	Profit sharing plan
China JV	China JV-SGM	Defined Contribution	Supplementary contribution plan (SGM Only)
Sweden	Sweden-5e3	Defined Contribution	Flexible ITP
Sweden	Sweden-5e3	Defined Contribution	Wage Earners
Sweden	Sweden-5e3	Defined Contribution	Early Retirements (Charge)
Sweden	Sweden-5e3	Defined Contribution	ITP 1 Salaried Employees
Sweden	Sweden-5e3N	Defined Contribution	Defined Contribution
Colombia	Colombia-000	Defined Contribution	Government termination payment plan (Government entity)
Sweden	Sweden- 5J1	Defined Contribution	Flexible ITP
Sweden	Sweden- 5J1	Defined Contribution	Wage Earners
Canada	Canada	Defined Contribution	Defined Contribution Registered Pension Plan
China JV	China JV-SGMW	Defined Contribution	Supplementary contribution plan (SGMW only)
Thailand	Thailand (GM Thailand)	Defined Contribution	Provident Fund
Sweden	Sweden-5e3	Defined Contribution	ELT-plan
Thailand	Thailand (Chevrolet	Defined Contribution	Provident Fund

	Sales Thailand)		
France	GM Strasbourg	Defined Contribution	Directors Healthcare plan
Sweden	Sweden- 5J1	Defined Contribution	Early Retirements (Charge)
Australia	Australia-000	Defined Contribution	Defined Contribution Plan - Superannuation
India	India	Defined Contribution	GM India Superannuation Scheme
Taiwan	Taiwan	Defined Contribution	New Plan
Thailand	Thailand (GM Southeast Operations Ltd.)	Defined Contribution	Provident Fund
Thailand	Thailand (GM Thailand Powertrain)	Defined Contribution	Provident Fund
Ireland	Ireland- 5F2	Defined Contribution	Defined Contribution
Italy	Italy 5F6	Defined Contribution	FON.TE.
Italy	Italy 5F6	Defined Contribution	MARIO NEGRI
Italy	Italy 5k6	Defined Contribution	COMETA
Italy	Italy 5F6	Defined Contribution	FASDAC - MARIO BESUSSO
Sweden	Sweden- 5J1	Defined Contribution	ITP 1 Salaried Employees
Sweden	Sweden- 5J1	Defined Contribution	Defined Contribution
UK	UK-5J8	Defined Contribution	Chevrolet UK Ltd Group Stakeholder Pension Plan
UK	UK-5J8	Defined Contribution	GM(UK)Unclassified Executive Supplemental Pension Plan
United States	U.S.	Defined Contribution	Personal Savings Plan for Hourly-Rate Employees (Profit Sharing)
United States	U.S.	Defined Contribution	Personal Savings Plan for Hourly-Rate Employees
United States	U.S.	Defined Contribution	Savings-Stock Purchase Plan (S-SPP)
Colombia	Colombia-000	Defined Contribution	Government dismissal payment plan (compounded salary)

United States	U.S.	Defined Contribution	Salaried DC Excess
<i>DC Plans- Gov Mandated</i>			
Brazil	Brazil-000	Defined Contribution - Gov Mandated	FGTS - Employment Security Fund
Argentina	Argentina-000	Defined Contribution - Gov Mandated	Government retirement plan
Finland	Finland-5F3	Defined Contribution - Gov Mandated	Work pension
Uzbekistan	UZ	Defined Contribution - Gov Mandated	Government Pension
India	India	Defined Contribution - Gov Mandated	Provident Fund
France	France-5F5	Defined Contribution - Gov Mandated	Retraite Sécurité Sociale & Complémentaire
<i>DC Plans with Potential DB features</i>			
Brazil	Brazil-000	Defined Contribution	Previ-GM Retirement Plan
Spain	Spain- 5F8	Defined contribution	Plan de Previsión Social de General Motors España, S.L. para el grupo de empleados de nivel 8 y superiores
Greece	Greece-5H2	Defined contribution	INDIVIDUAL PLAN
Spain	Spain- 5H8	Defined contribution	Plan de Previsión Social de General Motors Europe Holding, S.L. para el grupo de empleados de nivel 8 y superiores
Denmark	Denmark-514	Defined Contribution	5629-2 Realpensionsordning AP Pension
<i>DC Plans with Potential DB features- Active Life Insurance</i>			

South Africa	South Africa-000	Defined contribution with Active Life Insurance and Disability	Member Freedom Select Individual Investment Provident Plan
<i>DC Plans with Potential DB features- Active & Postretirement Life Insurance</i>			
South Africa	South Africa-000	Defined contribution with Active Life Insurance, Postretirement Life Insurance and Disability	General Motors South Africa Salaried Provident Fund
South Africa	South Africa-000	Defined contribution with Active Life Insurance, Postretirement Life Insurance and Disability	General Motors South Africa Provident Fund
<i>Involuntary Termination Plans</i>			
Ecuador	Ecuador-OB	Termination - involuntary	Termination Benefit
Ecuador	Ecuador-GME	Termination - involuntary	Termination Benefit
Australia	Australia-000	Termination - involuntary	Policy - Redundancy - Award Free (ILM Code HUM030)
Canada	Canada	Termination - involuntary	Canadian Supplemental Unemployment Benefit Plan (CSUB) Income Maintenance Benefit Plan (IMP) Voluntary Termination of Employment Plan (VTEP)
Sweden	Sweden-5e3	Termination - Involuntary	Separations due to redundancies
Canada	Canada	termination - involuntary	General Motors Canadian Layoff Plan for Salaried Employees Salaried Employee Service Termination Plan GMCL Severance Program
Argentina	Argentina-000	Termination - involuntary	Dismissal Indemnity
Egypt	Egypt-000	Termination -	Separation Policy

		involuntary	
Venezuela	Venezuela-000	Termination - involuntary	Involuntary Termination indemnity
China JV	China JV-all	Termination - Involuntary	Statutory Involuntary Termination Benefits Plan
Finland	Finland-5F3	Termination - Involuntary	Legally Required Termination Indemnity
China	China	Termination - Involuntary	Involuntary termination benefits
Taiwan JV - YLGM	Taiwan JV - YLGM	Termination - Involuntary	New Statutory Involuntary Termination Benefits (effective July 1, 2005) under Labour Pension Act (LPA)
Australia	Australia-000	Termination - involuntary	Policy - Redundancy - GM Grade 8 (ILM Code HUM030)
Taiwan	Taiwan	Termination - Involuntary	Old Statutory Involuntary Termination Benefits under Labor Standards Law (LSL) Prior to July 2005
Taiwan	Taiwan	Termination - Involuntary	New Statutory Involuntary Termination Benefits (effective July 1, 2005) under Labour Pension Act (LPA)
Belgium	Belgium-5G7	Termination - Involuntary	Termination of the employment contract
Denmark	Denmark-514	Termination - Involuntary	Funktionærloven - Fratrædelsesgodtgørelse
Poland	Poland-05H5	Termination - Involuntary	Polish Labour Code - established by Polish Law
Poland	Poland-584	Termination - Involuntary	Polish Labour Code - established by Polish Law
Poland	Poland-5B2	Termination - Involuntary	Polish Labour Code - established by Polish Law
Sweden	Sweden- 5J1	Termination - Involuntary	Separations due to redundancies
Turkey	Turkey-567	Termination - Involuntary	Termination Indemnity
UK	UK-5J8	Termination - Involuntary	Notice of Termination and Statutory Redundancy Payment
United States	U.S.	Termination - involuntary	GM Severance Program (GMSP) for Salaried Employees
United States	U.S.	Termination - involuntary	GM Mutual Separation Plan

Brazil	Brazil-000	Termination - Involuntary	FGTS 50% fine
Kenya	Kenya-000	Termination - involuntary	Voluntary or involuntary termination benefits
Czech Republic	Czech Republic	Termination - involuntary	Involuntary termination benefits
Mexico	Mexico	Termination - Involuntary - Retirement	Termination indemnity
Thailand	Thailand (GM Thailand)	Termination - Involuntary - Retirement	Involuntary termination and retirement benefits according to the Thai Labour Law
Thailand	Thailand (Chevrolet Sales Thailand)	Termination - Involuntary - Retirement	Involuntary termination and retirement benefits according to the Thai Labour Law
South Africa	South Africa- 000	Termination - Involuntary - Retirement	Unemployment Insurance Fund UIF
Thailand	Thailand (GM Southeast Operations Ltd.)	Termination - Involuntary - Retirement	Involuntary termination and retirement benefits according to the Thai Labour Law
Thailand	Thailand (GM Thailand Powertrain)	Termination - Involuntary - Retirement	Involuntary termination and retirement benefits according to the Thai Labour Law
Greece	Greece-5H2	Termination - Involuntary - Retirement	Staff Leaving Indemnities (SLI)
Hungary - Powertrain	Hungary - Powertrain	Termination - Involuntary - Retirement	Termination indemnity
Poland	Poland-584	Termination - Retirement	Polish Labour Code - established by Polish Law
Poland	Poland-5B2	Termination - Retirement	Polish Labour Code - established by Polish Law
Poland	Poland-05H5	Termination - Retirement	Polish Labour Code - established by Polish Law
Ecuador	Ecuador-OBB	Termination - voluntary	Termination Benefit
Ecuador	Ecuador- GME	Termination - voluntary	Termination Benefit
Venezuela	Venezuela- 000	Termination - voluntary	Severance payment required by Law

New Zealand	New Zealand	Termination - voluntary - involuntary	Redundancy Policy
Colombia	Colombia-000	Termination - voluntary - involuntary	Labor Contract benefit - Involuntary termination benefit
Korea	Korea	Termination - Voluntary - Involuntary - Retirement	Severance Plan
Austria	Austria-5J2	Termination - Voluntary - Involuntary - Retirement	Legal Termination Indemnity (gesetzliche Abfertigung)
Italy	Italy 5k6	Termination - voluntary - involuntary - retirement	Trattamento di Fine Rapporto (TFR)
Korea	Korea- GMDAT	Termination - Voluntary - Involuntary - Retirement	Executive Severance Plan
Japan	Japan	Termination - Voluntary - Involuntary - Retirement	Severance benefit
Austria	Austria-5H3	Termination - Voluntary - Involuntary - Retirement	Legal Termination Indemnity (gesetzliche Abfertigung)
Italy	Powertrain	Termination - Voluntary - Involuntary - Retirement	Trattamento di Fine Rapporto (TFR)
Korea	Korea- GMDAT	Termination - voluntary - involuntary - retirement	Severance Payment
Colombia	Colombia-000	Termination - voluntary - involuntary - retirement	Government dismissal payment plan (GMCOL responsibility)
Chile	Chile-000	Termination - Voluntary - Involuntary - Retirement	IAS (Indemnization per years of service)

Vietnam	Vietnam	Termination - Voluntary - Involuntary - Retirement	Severance plan
France - (Sales SC)	France-5F5	Termination - voluntary - involuntary - retirement	Indemnité de licenciement légale et conventionnelle - Salaried (Cadres)
France - (Sales SC)	France-5F5	Termination - voluntary - involuntary - retirement	Indemnité de licenciement légale et conventionnelle - Hourly (mensuels Non Cadres)
Malaysia	Malaysia	Termination - Voluntary - Involuntary - Retirement	1 Voluntary Separation Scheme 2 Mutual Separation Scheme 3 Lump sum on retirement
Italy	Italy 5F6	Termination - voluntary - involuntary - retirement	Trattamento di Fine Rapporto (TFR)
Germany	Germany-5e4	Deferred Compensation	Deferred Compensation OFK
Germany	Germany-5e4	Deferred Compensation	Deferred Compensation MFK
France	France-5F5	Deferred Compensation	Participation (profit sharing)
South Africa	South Africa- 000	Deferred Compensation	GMSA Deferred Compensation
Executive Bonus Plans			
Argentina	GM Argentina	Annual Incentive	General Motors Annual Incentive Plan
Australia	GM Holdens	Annual Incentive	General Motors Annual Incentive Plan
Austria	GM Austria	Annual Incentive	General Motors Annual Incentive Plan
Belgium	GM Belgium N.V.	Annual Incentive	General Motors Annual Incentive Plan
Brazil	GM do Brazil Ltda.	Annual Incentive	General Motors Annual Incentive Plan
Canada	GM Canada	Annual Incentive	General Motors Annual Incentive Plan
Chile	GM Chile	Annual Incentive	General Motors Annual Incentive Plan
China	GM China	Annual Incentive	General Motors Annual Incentive Plan

Colombia	GM Colmotores S.A.	Annual Incentive	General Motors Annual Incentive Plan
Denmark	GM Denmark	Annual Incentive	General Motors Annual Incentive Plan
Ecuador	GM Ecuador	Annual Incentive	General Motors Annual Incentive Plan
France	GM Powertrain	Annual Incentive	General Motors Annual Incentive Plan
France	NSC	Annual Incentive	General Motors Annual Incentive Plan
Germany	Adam Opel GmbH	Annual Incentive	General Motors Annual Incentive Plan
Greece	GM Greece	Annual Incentive	General Motors Annual Incentive Plan
Hungary	GM Powertrain	Annual Incentive	General Motors Annual Incentive Plan
Hungary	GM SE	Annual Incentive	General Motors Annual Incentive Plan
India	GM India	Annual Incentive	General Motors Annual Incentive Plan
Italy	Chevrolet	Annual Incentive	General Motors Annual Incentive Plan
Italy	GM Italia	Annual Incentive	General Motors Annual Incentive Plan
Italy	GMPT	Annual Incentive	General Motors Annual Incentive Plan
Italy	SEC	Annual Incentive	General Motors Annual Incentive Plan
Japan	GM Japan	Annual Incentive	General Motors Annual Incentive Plan
Korea	GM Daewoo Auto & Technology Co.	Annual Incentive	GM Daewoo Annual Incentive Plan
Mexico	GM de Mexico	Annual Incentive	General Motors Annual Incentive Plan
Netherland	Chevrolet	Annual Incentive	General Motors Annual Incentive Plan
Netherland	GM Netherlands	Annual Incentive	General Motors Annual Incentive Plan
Peru	GM Peru	Annual Incentive	General Motors Annual Incentive Plan
Philippines	GM Philippines	Annual Incentive	General Motors Annual Incentive Plan
Poland	GM Poland	Annual	General Motors Annual Incentive

		Incentive	Plan
Poland	GM Poland Mfg	Annual Incentive	General Motors Annual Incentive Plan
Portugal	GM Portugal	Annual Incentive	General Motors Annual Incentive Plan
Russia - Moscow	CIS/DAT	Annual Incentive	General Motors Annual Incentive Plan
Russia - St. Petersburg	GM Auto	Annual Incentive	General Motors Annual Incentive Plan
Singapore	General Motors Asia Pacific	Annual Incentive	General Motors Annual Incentive Plan
South Africa	GM So Africa	Annual Incentive	General Motors Annual Incentive Plan
Spain - Chevrolet	Chevrolet	Annual Incentive	General Motors Annual Incentive Plan
Spain - GM	GM Spain	Annual Incentive	General Motors Annual Incentive Plan
Sweden	GM Sweden	Annual Incentive	General Motors Annual Incentive Plan
Sweden	SAAB Automobile AB	Annual Incentive	General Motors Annual Incentive Plan
Switzerland	GM Switzerland	Annual Incentive	General Motors Annual Incentive Plan
Taiwan	GM Taiwan	Annual Incentive	General Motors Annual Incentive Plan
Thailand	GM Thailand	Annual Incentive	General Motors Annual Incentive Plan
UAE	MEO	Annual Incentive	General Motors Annual Incentive Plan
UK -	UK - Aftersales	Annual Incentive	General Motors Annual Incentive Plan
UK -	UK - Chevrolet	Annual Incentive	General Motors Annual Incentive Plan
UK -	UK - GM	Annual Incentive	General Motors Annual Incentive Plan
UK -	UK - GM Luton	Annual Incentive	General Motors Annual Incentive Plan
UK -	UK - Millbrook Prov Gd	Annual Incentive	General Motors Annual Incentive Plan
UK -	Promark	Annual Incentive	Promark Annual Incentive Plan (Executives)
US	General Motors	Annual Incentive	General Motors Annual Incentive Plan
US	Promark	Annual	Promark Annual Incentive Plan

		Incentive	(Executives)
US	Promark	Profit Sharing	Promark Profit Sharing Plan (Executives)
Venezuela	GM Venozalano	Annual Incentive	General Motors Annual Incentive Plan
Belgium	Belgium-5G7	Incentive	Opel Belgium Supplemental Plan to the General Motors Corporation 1997 Stock Incentive Plan
Belgium	Belgium-5G7	Incentive	Opel Belgium Supplemental Plan to General Motors 2002 Stock Incentive Plan
UK	UK-GM	Incentive	2002 U.K. Approved Stock Incentive Plan of General Motors Corporation and Affiliated Companies (the " <u>UK Sub-Plan</u> ")
France	GM France	Incentive	General Motors Corporation 1997 Stock Incentive Plan National Plan for France
France	GM France	Incentive	2002 Stock Incentive Plan Addendum to the Plan (France)
UK	UK-GM	Incentive	Approved UK Sub-Plan of the General Motors Corporation 2007 Long-Term Incentive Plan
France	GM France	Incentive	General Motors Corporation 2007 Long-Term Incentive Plan Addendum to the Plan - FRANCE
Variable Pay Plans (Non-Executive Salaried)			
Argentina	GM Argentina	Gainsharing	GM Argentina Gainsharing Plan
Austria	GM PT Austria	Gainsharing	GM Powertrain Austria Gainsharing Plan
Brazil	GM do Brazil Ltda.	Gainsharing	GM do Brazil Gainsharing Plan
Colombia	GM Colomotores S.A.	Gainsharing	GM Colomotores Gainsharing Plan
Ecuador	GM Ecuador	Gainsharing	GM Ecuador Gainsharing Plan
France	GM Powertrain	Gainsharing	GM Powertrain France Gainsharing Plan
Hungary	GM Powertrain	Gainsharing	GM Powertrain Hungary Gainsharing Plan
Russia - St. Petersburg	GM Auto	Gainsharing	GM Auto Gainsharing Plan

Australia	GM Holdens	Global EVP	GM Holden's Global Enhanced Variable Pay Plan
Belgium	GM Belgium	Global EVP	GM Belgium Enhanced Variable Pay Plan
Canada	GM Canada	Global EVP	GM Canada Global Enhanced Variable Pay Plan
Denmark	GM Denmark	Global EVP	GM Denmark Global Enhanced Variable Pay Plan
Germany	Adam Opel GmbH	Global EVP	Adam Opel Global Enhanced Variable Pay Plan
Greece	GM Hellas	Global EVP	GM Hellas Global Enhanced Variable Pay Plan
Hungary	GM SE	Global EVP	GM Hungary Global Enhanced Variable Pay Plan
Italy	GMPT	Global EVP	GM Powertrain Italy Enhanced Variable Pay Plan
Italy	SEC	Global EVP	GM Italia Enhanced Variable Pay Plan
Japan	GM Japan	Global EVP	GM Japan Enhanced Variable Pay Plan
New Zealand	GM New Zealand	Global EVP	GM New Zealand Enhanced Variable Pay Plan
Peru	GM Peru	Global EVP	GM Peru Enhanced Variable Pay Plan
Poland	GM Poland	Global EVP	GM Poland Enhanced Variable Pay Plan
Portugal	GM Portugal	Global EVP	GM Portugal Enhanced Variable Pay Plan
Russia - Moscow	CIS/DAT	Global EVP	GM Moscow Enhanced Variable Pay Plan
South Africa	GM So Africa	Global EVP	GM South Africa Enhanced Variable Pay Plan
Spain	GM Espana	Global EVP	GM Espana Enhanced Variable Pay Plan
Sweden	GM Sweden	Global EVP	GM Sweden Enhanced Variable Pay Plan
Sweden	SAAB Automobile AB	Global EVP	GM SAAB Enhanced Variable Pay Plan
Turkey -	GM Turkey	Global EVP	GM Turkey Enhanced Variable Pay Plan
UK -	Vauxhall	Global EVP	Vauxhall Enhanced Variable Pay Plan
US	General Motors	Global EVP	General Motors Enhanced Variable Pay Plan
Argentina	GM Argentina	Local Variable Pay	Argentina Local Variable Pay Plan
Chile	GM Chile	Local Variable	GM Chile Local Variable Pay Plan

		Pay	
China	GM China	Local Variable Pay	GM China Local Variable Pay Plan
Ecuador	GM Ecuador	Local Variable Pay	GM Ecuador Variable Pay Plan
India	GM India	Local Variable Pay	GM India Variable Pay Plan
Italy	SEC	Local Variable Pay	GM Italy SEC Local Variable Pay
Italy	GM Italia	Local Variable Pay	GM Italia Local Variable Pay
Kenya	GM East Africa LTd.	Local Variable Pay	GM Kenya Variable Pay Plan
Korea	GM Daewoo Auto & Technology Co.	Local Variable Pay	GM Daewoo Local Variable Pay Plan
Poland	GM Poland Mfg	Local Variable Pay	GM Poland Mfg Local Variable Pay Plan
Singapore	GM Singapore	Local Variable Pay	GM Singapore Local Variable Pay Plan
Spain - Chevrolet	Chevrolet	Local Variable Pay	GM Espana Chevrolet Local Variable Pay Plan
Spain - GM	GM Spain	Local Variable Pay	GM Espana Local Variable Pay Plan
Thailand	GM Thailand	Local Variable Pay	GM Thailand Local Variable Pay Plan
UK	UK-Promark	Local Variable Pay	Promark Variable Pay Plan (Non-Executive)
UK -	UK - Aftersales	Local Variable Pay	GM UK Aftersales Local Variable Pay
UK -	UK - Chevrolet	Local Variable Pay	GM UK Chevrolet Local Variable Pay
UK -	UK - GM Luton	Local Variable Pay	GM UK Local Variable Pay Plan
UK -	UK - Millbrook Prov Gd	Local Variable Pay	GM UK-Millbrook Proving Grounds Local Variable Pay Plan
US	Promark	Local Variable Pay	Promark Variable Pay Plan (Non-Executive)
Venezuela	GM Venozalano	Local Variable Pay	GM Venozalano Local Variable Pay Plan
Chile	GM Chile	Profit Sharing	GM Chile Profit Sharing Plan
Ecuador	GM Ecuador	Profit Sharing	GM Ecuador Profit Sharing Plan
France	NSC	Profit Sharing	GM France NSC Profit Sharing Plan
France	GM	Profit Sharing	GM Powertrain France Profit Sharing

	Powertrain		Plan
Mexico	GM de Mexico	Profit Sharing	GM de Mexico Profit Sharing Plan
Peru	GM Peru	Profit Sharing	GM Peru Profit Sharing Plan
UK	Promark	Profit Sharing	Promark Profit Sharing Plan (Non-Executive)
US	Promark	Profit Sharing	Promark Profit Sharing Plan (Non-Executive)
Hourly Incentive Plans			
Argentina	GM Argentina	Gainsharing	GM Argentina Gainsharing Plan (Hourly)
Austria	GM PT Austria	Gainsharing	GM PT Austria Gainsharing Plan (Hourly)
Brazil	GM do Brasil	Gainsharing	GM Do Brasil Gainsharing Plan (Hourly)
Colombia	GM Colomotores S.A.	Gainsharing	GM Colomotores Gainsharing Plan (Hourly)
France	GM PT France	Gainsharing	GM PT France Gainsharing Plan (Hourly)
Hungary	GM PT Hungary	Gainsharing	GM PT Hungary Gainsharing Plan (Hourly)
Russia	GM Auto - St Petersburg	Gainsharing	GM Auto St. Petersburg Gainsharing Plan (Hourly)
Argentina	GM Argentina	Local Variable Pay	GM Argentina Local Variable Pay Plan (Hourly)
Chile	GM Chile	Local Variable Pay	GM Chile Local Variable Pay Plan (Hourly)
Ecuador	GM Ecuador	Local Variable Pay	GM Ecuador Local Variable Pay Plan (Hourly)
Italy	GM Italia	Local Variable Pay	GM Italia Local Variable Pay Plan (Hourly)
Kenya	GM East Africa LTd.	Local Variable Pay	GM Kenya Local Variable Pay Plan (Hourly)
Korea	GM Daewoo Auto & Technology Co.	Local Variable Pay	GM Daewoo Local Variable Pay Plan (Hourly)
Poland	GM Poland Mfg	Local Variable Pay	GM Poland Local Variable Pay Plan (Hourly)
Singapore	General Motors Asia Pacific	Local Variable Pay	GM Singapore Local Variable Pay (Hourly)
Spain	GM Espana	Local Variable	GM Espana Local Variable Pay Plan